

COLLECTIVE AGREEMENTS

between

THE
CANADIAN NATIONAL RAILWAY
COMPANY

PRAIRIE AND MOUNTAIN REGIONS

and

THE BROTHERHOOD OF RAILROAD
TRAINMEN

on behalf of

CONDUCTORS
BAGGAGEMEN
FLAGMEN
BRAKEMEN



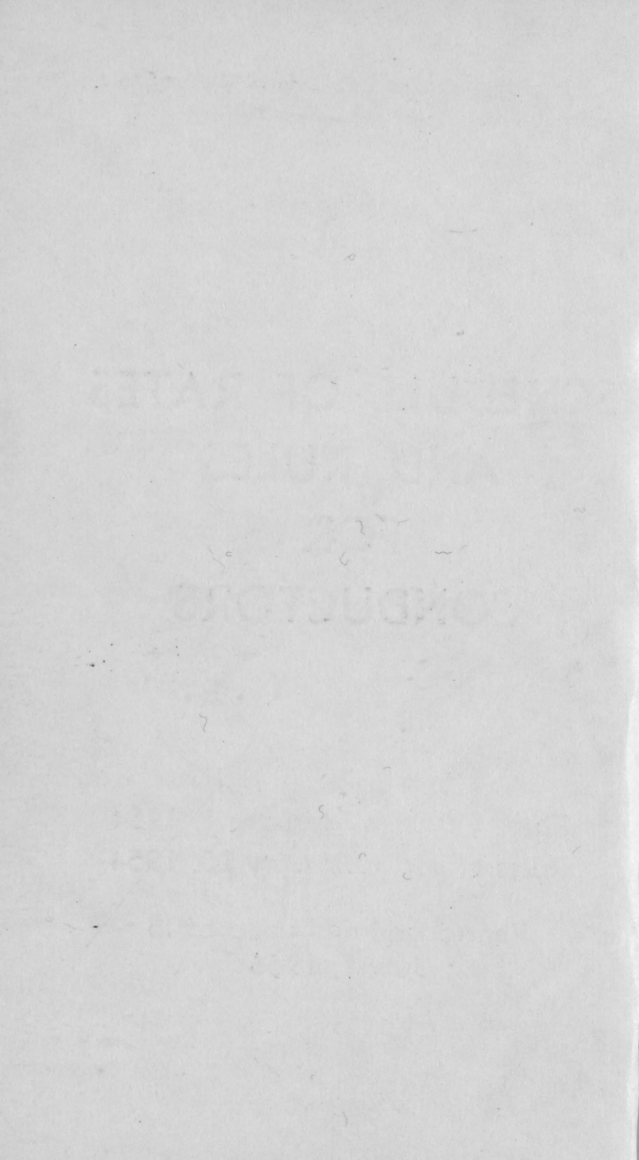
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SCHEDULE OF RATES AND RULES FOR CONDUCTORS

Rates effective February 1, 1954

Rules effective January 20, 1954

Rearranged and updated to
July 1, 1966



CANADIAN NATIONAL RAILWAYS

Prairie and Mountain Regions

SCHEDULE OF RATES AND RULES FOR CONDUCTORS

ARTICLE 1

Rates and Rules for Passenger Conductors

Clause (a):

Effective	Per Mile	Monthly Guarantee
	¢	\$
May 1, 1965	11.91	535.95 - 4500 miles

Conductors making less than four thousand five hundred (4500) miles per month will include switching and detention to make up four thousand five hundred (4500) miles.

When switching is to be included, it is understood that only switching in connection with their train is to be considered.

Clause (b):

All mileage made in excess of four thousand five hundred (4500) miles per month will be paid pro rata.

Regularly assigned passenger conductors who are ready for service the entire month and who do not lay off of their own accord, shall receive the monthly guarantee provided for in Clause (a) of this Article. Switching

and detention will be included to make up the monthly guarantee. When switching is included, it is understood that only switching in connection with their own train is to be considered.

When a regularly assigned passenger conductor lay off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man or men, will be deducted from the amount the regular man would have received had he remained on the run. The sum of the payments to the man, or men, who may be used on the run, equalling the monthly guarantee.

Clause (c):

Conductors in passenger service will be paid initial terminal detention for all time required to be on duty prior to the time that train is ordered to leave, and also for all time held at terminal until train actually leaves terminal.

Conductors held at terminal points after arrival of train has been registered shall be paid for such time at overtime rates.

Clause (d):

When a passenger train averages less than twenty (20) miles per hour, overtime will be allowed pro rata on basis of twenty (20) miles per hour. This not to include time otherwise paid for.

Clause (e):

Freight or mixed conductors running passenger train will be paid through freight rates, unless relieving passenger conductors on their assigned runs, when they will be paid at schedule rates per mile of the corresponding man relieved.

Passenger conductors will not be used off their assigned runs if freight conductors are available. If necessary to be used, they will be paid the same rate and on the same basis as freight conductors.

When special passenger trains are operated which require uniformed crews, conductors and trainmen assigned to regular trains may be used to man such specials; it being understood that in such circumstances freight crews will handle the regular passenger trains and will be changed off at freight terminals, and the crews handling the special trains and freight crews handling the regular trains will be paid through freight rates. Arrangements will be made by those in charge when advantage is taken of this arrangement that regular passenger crews used to man special trains will not be allowed to become bunched at the away-from-home terminal, or held an excessive length of time at that point. It should also be understood that this arrangement will only be permitted on such trains as in the interest of all concerned require uniformed crews.

Clause (f):

Freight or mixed train conductors relieving passenger conductors on their assigned runs will be paid for not less than the pro rata of the monthly minimum mileage.

Clause (g):

One (1) baggageman and two (2) brakemen shall be employed on all passenger trains west of Edson, and one (1) baggageman and one (1) brakeman on all passenger trains east of Edson, except that on trains of eight (8) cars or more east of Edson an additional brakeman shall be used.

When second brakeman is used on account of train

having eight (8) cars or more, he will go through to passenger terminal, except when train is reduced to less than eight (8) cars, he may be returned in service from meeting point on first passenger train.

When a passenger train has cars to pick up enroute, which will increase its number to eight (8) or more, the second brakeman will be taken from the initial terminal or from an intermediate point to avoid violating this article.

On Vancouver-Hope run one (1) baggageman and one (1) brakeman will be employed until such time as the number of cars operated on this train is increased beyond the number now in service. It is understood further that the occasional operation of an extra passenger or business car will not be construed as requiring the Company to place an additional brakeman on the run.

In manning of Rail Diesel (Budd) cars, the crew consist will be:

1—Single Car Service:

- (1) Conductor only, except that where checked baggage, royal mail or express is handled enroute, a baggageman will also be assigned.

2—Two, Three and Four Car Service:

- (1) Conductor and baggageman where checked baggage, royal mail or express is handled enroute.
- (2) Conductor and one (1) trainman where no checked baggage, royal mail or express is handled enroute.

3—More than Four Car Service:

- (1) Conductor, baggageman and one (1) trainman when more than four (4) passenger carrying cars and baggage, royal mail or express is handled enroute.

- (2) Conductor and two (2) trainmen when more than four (4) passenger carrying cars and no baggage, royal mail or express is handled enroute.

4—Eight or More Cars:

- (1) Conductor, baggageman and two (2) trainmen when baggage, royal mail or express is handled enroute.

Clause (h):

Permanent vacancies on passenger runs and new runs created (those appearing on the working time table) will be advertised for fifteen (15) days, and given to the oldest conductor applying in order of seniority on lines west of Port Arthur and Armstrong, including Vancouver Island, due regard being given to conductors holding protected rights.

Fifteen (15) days will be given for transfer. Conductors on leave-of-absence will keep themselves informed regarding bulletins under this clause. A conductor making application for a bulletin passenger run will be required to take it if his seniority entitles him to same, unless notice of withdrawal of application is forwarded, either by government registered mail or commercial telegraph, to the official to whom the application was sent, on or before the date of the expiration of the bulletin, when next senior applicant will be assigned. This is, however, not to interfere with the right of the conductor to take fifteen (15) days to transfer.

A conductor who gives up his run, causing it to be advertised, will not be permitted to bid it in until it has been filled and again becomes vacant, unless he is the only applicant.

The only changes in a passenger run that will require the rebulletining of the same are:

- (1) A change in the point of principal layover, or a change in one (1) or more terminals of the run.
- (2) A change in the departure or arrival time at home terminal of six (6) hours or more.
- (3) When average road mileage of assignment is increased or decreased three hundred (300) miles or more per month; this not to apply in case of a temporary disruption of service.

A conductor holding an assignment in passenger service will be permitted to vacate same and revert to unassigned freight service on May 1st or October 1st, or may bid on mixed or way freight assignments.

When a passenger conductor is on leave-of-absence and his run is discontinued during such leave-of-absence, he will be permitted to establish himself on any run his seniority will permit him to take, that may have been bulletined before his original run was discontinued, except that he will not be permitted to displace a conductor to whom he had previously passed up his rights.

All vacancies in passenger service, including time run is under bulletin and until filled by regular assigned conductor, will be considered as relief work.

Vacancies on passenger runs not appearing in the working timetable will be bulletined only to conductors on the freight promotion district concerned.

Clause (i):

Passenger conductors on leave-of-absence will be relieved by the senior available conductor. In the event of a junior conductor catching a run he will hold it until relieved by the senior conductor desiring the run. All on the same freight promotion district due regard being given to conductors holding protected rights.

a All relieving will be done at point at which passenger
conductors laid off.

e For relief work in passenger service, after the num-
ber of protected men have been used, the senior avail-
able conductor in the terminal holding freight right
under General Superintendent's extended freight promo-
tion territory will be used. Assigned passenger conduc-
tors will advise the proper Officer of the Railway in
writing the runs on which they desire to perform such
relief work; otherwise they will not be called for this
service.

It has been agreed by the Management that conduc-
tors in passenger service may layoff at the away-from-
home terminal on his assignment if relief can be pro-
vided in accordance with Article 1, Clause (i), para-
graph 3 and Article 5, Rule 23, Conductors' Schedule.

The intent of this agreement was to allow a passenger
conductor to lay off at his away-from-home terminal if
relief can be provided in the same manner as is now
done at the home terminal. When returning to service
he will resume duty at the away-from-home terminal.

A man assigned Melville to Saskatoon with home
terminal Melville could lay off at Saskatoon and would
be relieved by a man assigned and working out of Sas-
katoon.

A man assigned Winnipeg to Watrous or Edmonton
to Blue River could not lay off at Watrous or Blue
River as relief could not be provided in the usual man-
ner.

In the event of a man booking off sick at Watrous
or Blue River, when returning to duty he would be
required to resume duty at his home terminal.

It is also agreed that the rule will not permit pas-
senger conductors to lay off at an intermediate terminal
on his run.

It is agreed that regularly assigned mixed and way freight conductors and other conductors, desiring to be relieved from the performance of relief or spare passenger work, will be exempted from that work upon making application to their immediate superior officers and the exemption granted will be for a period of six (6) months, after which time it must be renewed.

It is understood that the operation of a section of a regular passenger train, a passenger extra, or the piloting of a regular or extra passenger train will not be considered in the category of relief or spare passenger work and no conductors will be exempted from performing this class or character of work.

It is further understood that under conditions where none other than exempted conductors are available, at a time when a relief conductor is required, it will be in order to call the junior available exempted conductor for such service.

Where passenger trains run over two (2) freight promotion districts, and the relief work on such run is done by conductors from both districts on a mileage basis, it is understood that conductors from either district who are holding regular passenger runs under system promotion cannot do relief work on such runs unless the runs they vacate to do such relief work can be filled by freight conductors from the district on which the passenger conductors hold their freight rights.

Passenger conductors will not be permitted to change off with one another, except by arrangements with the General Superintendent and the General Chairman.

When a conductor elects to fill a vacancy in passenger mixed, way freight, assigned through freight, and assigned work train service, he will be required to remain on that vacancy until regular assigned conductor returns unless displaced by a senior conductor, or to do relief

work in a superior class of service or a preference run in the same class of service. This to prevent a conductor from relieving on two (2) positions at the same time.

Clause (j):

Conductors required to perform switching prior to the departure time of trains from the initial terminal or after arrival at the final terminal will be paid for the time occupied on a minute basis at through freight rates. This not to involve a duplicate payment.

Clause (k):

It is agreed that passenger conductors and trainmen bidding in regular passenger runs and having to go to the distant terminal for or to deliver their trains, will be paid deadheading for such trips to the extent of the mileage between the terminals of their assignment. This to apply both at the inauguration of and completion of the assignment.

Clause (l):

It is agreed that the present assignment of train crews, Trains 1, 2, 3 and 4, between Armstrong and Vancouver, will be continued in effect.

This is based on the understanding that where any interruption of traffic occurs, crews will be called out at home terminal and turn-around point in their turn, which will be the procedure of their regular assignment, regardless of designation of train to be handled.

When normal operation is resumed crews will adjust themselves to their regular assignment at the first opportunity.

It is agreed that present assignment of train crews 195 and 196 between Jasper and Prince Rupert will be continued in effect.

This is based on the understanding that where any interruption of traffic occurs, crews will be called out at home terminal and turn-around point in their turn which will be the procedure of their regular assignment.

When normal operation is resumed crews will adjust themselves to their regular assignment at the first opportunity.

Clause (m):

Conductors regularly assigned to passenger or mixed train service who are required to wear uniforms will be furnished with uniforms on payment of one-third ($\frac{1}{3}$) of the cost thereof. Other conductors who are liable to be used in service requiring them to wear uniforms and who desire to avail themselves of such service may also obtain a uniform on payment of one-third ($\frac{1}{3}$) of the cost thereof. New uniforms will be supplied (on same cost basis) only when Assistant Superintendent or other officer is satisfied that new uniform is required.

ARTICLE 2

Rates and Rules for Mixed and Way Freight Conductors

Clause (a):

80 cars or less (including caboose)

Effective

Per Mile

¢

May 1, 1965

17.31

31 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Clause (b):

Conductors assigned to runs; a portion of which are passenger and the balance mixed or freight, or both, will be paid mileage rate for each class of train, but not less than the minimum passenger train rate. Assignments, a portion of which are passenger and the balance mixed or freight, or both, should be bulletined only to the Freight Promotion District concerned, except when otherwise agreed with General Chairman concerned; this applies to both conductors and trainmen.

Clause (c):

Conductors assigned to mixed trains will be paid for not less than twenty-eight hundred (2800) miles per month.

When assigned conductors do not make this mileage, overtime and any time occupied while making up and putting away their own trains may be included as mileage up to an equivalent of twenty-eight hundred (2800) miles.

Clause (d):

Conductors on mixed trains may be run around chain gang conductors to make up their mileage on their own branch lines.

Example:

Mixed run between Rainy River and Emerson. Mixed train conductors used out of Rainy River will have to be run to some point on Ridgeville subdivision. If used out of Emerson, they could be run to any point between Emerson and Rainy River, inclusive.

Clause (e):

Mixed and way freight conductors on leave-of-absence for less than thirty (30) days will be relieved by the senior freight conductors applying for same, working out of the same terminal, and on the same promotion territory.

If for thirty (30) days or more they will be relieved by the senior freight conductors applying for same on the promotion territory.

Clause (f):

Mixed and way freight trains will have at least two (2) trainmen.

On way freight run, where the work is unduly heavy, it will be lightened by using a smaller engine, or an additional trainman.

The senior conductor applying for a run or job in mixed, way freight, assigned through freight and assigned work train service, will be compelled to take such run or job unless his application is withdrawn before the expiration of the bulletin, and can only vacate such run by giving ten (10) days' notice. A conductor taking advantage of the ten (10) days' notice provision in this rule will not be permitted to displace any other assigned conductor.

This does not prevent a conductor from bidding in another run.

Clause (g):

Conductors will not be paid for performing work train service en route unless time so occupied aggregates one (1) hour, in which case they will be paid at work train rates for the whole time so occupied. Such time not to be included in counting overtime.

Clause (h):

Way freight rates and conditions will apply to assigned switcher service.

Clause (i):

Rates of pay and working conditions applicable to conductors on trains propelled by steam or other motive power in Road Switcher Service operating on a turnaround basis within a radius of twenty (20) miles.

1. Conductors assigned to road switcher service operating on a turnaround basis within a radius of twenty (20) miles from the point required to report for duty will be compensated at a rate per day of \$2.50, effective May 1, 1965, in excess of the basic daily wayfreight rate. Conductors may be run in and out and through their regularly assigned initial terminal without regard for rules defining completion of trips. Time to be computed continuously from the time conductors are required to report for duty until time released at completion of day's work. Eight (8) hours or less shall constitute a day's work, and time in excess of eight (8) hours will be paid for on the minute basis at a rate per hour of one-eighth ($\frac{1}{8}$) of the daily rate.

2. Conductors regularly assigned to road switcher service will be paid not less than the equivalent of twenty-six hundred (2600) miles at road switcher rates

in any one month. When conductors are assigned on a portion of a month, or conductors are relieving on such assignments, the guarantee will be pro rated on the basis of the number of calendar days the assignment is in effect.

It is further agreed that the above road switcher rule supersede all previous agreements, rulings or interpretations which are in conflict therewith.

ARTICLE 3

Rates and Rules for Through Freight Conductors

Clause (a):

80 cars or less (including caboose)

Lines east of Edmonton, including trains operating to and from, and upon the Athabasca and Sangudo subdivisions

Effective

Per Mile

¢

May 1, 1965

16.50

Lines west of Edmonton, excepting trains operating to and from, and upon the Athabasca and Sangudo subdivisions

Effective

Per Mile

¢

May 1, 1965

16.70

81 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Clause (b):

Conductor with light engine and caboose will be paid through freight rates.

Clause (c):

Conductors on snow plow and flanger trains will be paid through freight rates.

When a plow or flanger is working on way freight trains, way freight rates will apply.

Under no circumstances will conductors be required to ride in snow plow or flanger.

When sending out a snow plow or flanger, a caboose or other suitable car will be provided for the accommodation of the train crew, and two (2) trainmen will be used, and accommodation when practicable, other than the caboose, will be provided for the laborers.

Plowing and flanging side tracks will be paid for at the rate of twelve and one-half ($12\frac{1}{2}$) miles per hour in addition to pay for trip. Time so occupied will be deducted in computing overtime to avoid duplicate payment.

Clause (d):

Conductors will not be paid for performing work train service en route unless time so occupied aggregates one (1) hour, in which case they will be paid at work train rates for the whole time so occupied. Such time not to be included in counting overtime.

It is understood that where trains other than regularly assigned work trains, perform work train service in motion between certain points between terminals, that the time occupied between such points in excess of an average speed of twelve and one-half ($12\frac{1}{2}$) miles

per hour, will be paid for at work train rates in addition to pay for trip. In computing overtime, such time paid for at work train rates will be deducted.

Example No. 1:

Train going from Winnipeg to Rainy River distributes ties between Paddington Jct. and Lorette, a distance of twelve and one-half ($12\frac{1}{2}$) miles; leaves Paddington Jct. 9:00K, arrives Lorette 10:45K; crew will be paid forty-five (45) minutes at work train rates in addition to pay for trip.

Example No. 2:

Train going from Winnipeg to Rainy River unloads material between Giroux and Vassar, a distance of fifty (50) miles; leaves Giroux 12:00K, arrives Vassar 17:30K; crew will be paid one hour and thirty (1' 30") minutes at work train rates in addition to pay for trip.

The following will be considered as coming within the work train service en route rule:

1. Unloading cinders, ballast, ties and rails;
2. Loading and/or unloading work equipment such as bulldozer, draglines, etc.;
3. Unloading shims, frogs, switch points, switch stands, track spikes, rail anchors, tie plates, track bolts, crossing planks, bridge material, telegraph poles, cross arms, right-of-way fencing and culverts, when such material is shipped in car load lots, or combination of these items in car load lots.

NOTE: Unloading small quantities of such material from way freight cars will not be considered as work train service en route.

The following will also be considered as work train service en route:

Chawing out culverts;
Clearing rock slides and rock from right-of-way;
Rerailing cars;
Filling water barrels on bridges for fire protection;
Clearing cuts of snow where several back-up and forward movements are required at high speed to throw snow out of cuts.

The following items do not constitute work train service en route:

Unloading ice;
Unloading coal at stations, water tanks, etc.;
Unloading sawdust;
Replacing knuckles, brassing car, packing or otherwise attending to hot boxes on own train;
Waiting while road repairmen repair bad order cars.

Clause (e):

Conductors employed on through and way freight trains regularly set up, will be paid a minimum of three thousand (3000) miles and twenty-eight hundred (2800) miles respectively, a month.

Detention, switching and overtime may be used to make up these guarantees. Conductors working only part of a month, will be allowed not less than one hundred (100) miles for each day regularly set up.

This rule does not mean that three thousand (3000) and twenty-eight hundred (2800) miles a month is the maximum mileage that conductors will be permitted to make.

Clause (f):

Conductors in chain gang regularly set up will run first-in first-out of terminal points on their respective sections.

All such conductors ready for duty so run around will be paid one hundred (100) miles each run around, maintaining their original standing on train board.

It will be understood that the first crew called out in unassigned service will take the engine first turned out in unassigned service.

This rule applies when both trains are destined to the same point.

In the application of Article 3, Clause (f) and Rule 23 of Article 5, of the Conductors' schedule (with the exception as provided in Clause (e) of Article 2, conductors in unassigned freight service and on spare board will be called in their turn based on the time pay commences, for the trip or tour of duty, i.e., if two conductors are required for 20:00K, one in freight service (pay commencing at 19:30K) and one in work service (pay commencing at 20:00K), first conductor out will be called for freight service and second conductor out will be called for work service.

Clause (g):

Through freight trains will have at least two (2) trainmen, but may be split when required to run sections of a passenger train.

Clause (h):

When it is necessary to reduce the number of conductors regularly set up, it will be done in the order of seniority, commencing with the junior man, even though he may be on a run acquired by bulletin.

Clause (i):

When a car is set up in unassigned service for one (1) trip or more, it is a regular assignment in pool service. Conductors shall be called for same in accordance with the rules applicable.

Clause (j):

When a regular set up chain-gang car is on the board and all members of the crew are off, and sufficient men are not available to man the car, it will be taken off and held until the first regular man reports for duty, when it will be placed in service at the bottom of the board.

Clause (k):

Foreign crews arriving at a distant terminal in snow plow service should be allowed to return over the same route in snow plow service, or caboose hop, when available, regardless of their turn. They should also be allowed to return over the shortest route to their home territory in freight service if necessary, in which case, they would take their turn out of the terminal.

Clause (l):

When crews are run off their assigned territory, they may be returned to their own territory with caboose only, and not wait to take their turn out of the foreign terminal which would be the case if they were required to handle a train out of the foreign terminal or to do any work on the line prior to arriving on their own territory.

ARTICLE 4

Rates and Rules for Work Trains, Construction, Helper, Pusher and Pile Driver Service

Clause (a):

80 cars or less (including caboose)

Lines east of Edmonton, including trains operating to and from, and upon the Athabasca and Sangudo subdivisions

Effective	Per Mile
	¢
May 1, 1965	16.50

Lines west of Edmonton, excepting trains operating to and from, and upon the Athabasca and Sangudo subdivisions

Effective	Per Mile
	¢
May 1, 1965	16.70

81 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Eight (8) hours or less, one hundred (100) miles or less, to constitute a day's work, overtime pro rata.

Clause (b):

Conductors having charge of pit or gang of men other than their regular trainmen, will be paid:

Effective	Per Month
	\$
May 1, 1965	38.69

It is understood that in order to make claim for additional payment as above, it will be necessary for the conductor to secure written understanding within the meaning of this rule, from the proper supervising officer.

Clause (c):

Work trains will have at least two (2) trainmen.

Clause (d):

When work trains run forty (40) miles or more to or from loading or unloading point, they will be paid time or mileage, whichever amounts to the most, in addition to actual time loading or unloading.

In any case where conductors make more actual mileage than hours in any one (1) day, they will be paid on a mileage basis.

It is agreed that:

1. First paragraph, Article 4, Clause (c), Trainmen's schedule and first paragraph, Article 4, Clause (d), Conductors' schedule, which rules are identical and read—

“When work trains run forty (40) miles or more to or from loading or unloading point, they will be paid time or mileage, whichever amounts to the most, in addition to actual time loading or unloading.”

will be applied whether or not loading or unloading is performed in line with the following examples:

- 1) Ordered Fort Rouge for 6:00K. Departed 6:20K. Run Fort Rouge to Portage la Prairie, 52 miles, arrived 10:00K.

Work service at Portage la Prairie 10:00K to 18:00K.
Off duty 18:00K.

Miles Paid

Fort Rouge. 6:00K - 6:20K (20")	4 miles
Run Fort Rouge to Portage la Prairie, 52 miles (3' 40")	52 miles
Work service at Portage la Prairie 10:00K - 18:00K (8')	100 miles
Total	156 miles

- (2) Ordered Fort Rouge 6:00K. Departed 6:10K.
Run Fort Rouge to Portage la Prairie, 52 miles, arrived 10:00K.
Work service at Portage la Prairie 10:00K to 12:00K (2'). Left Portage la Prairie 12:00K. Run to Brandon (80 miles).
Arrived 15:50K. Off duty 16:00K.

Miles Paid

Fort Rouge. 6:00K - 6:10K (10")	2 miles
Run Fort Rouge to Portage la Prairie, 52 miles (3' 50")	52 miles
Work service at Portage la Prairie 10:00K - 12:00K (2')	25 miles
Run Portage la Prairie to Brandon (80 miles) (3'50")	80 miles
Brandon 15:50K - 16:00K (10")	2 miles
Total	161 miles

- (3) Ordered Fort Rouge 6:00K. Departed 6:20K. Run Portage la Prairie, 52 miles. Arrived 10:00K.
Work service at Portage la Prairie, 10:00K to 12:00K. Left Portage la Prairie 12:00K. Arrived Brandon (80 miles) 18:30K.
Off duty Brandon 19:00K.

Miles Paid

Fort Rouge. 6:00K - 6:20K (20")	4 miles
Fort Rouge to Portage la Prairie, 52miles (3' 40")	52 miles
Work service at Portage la Prairie, 10:00K - 12:00K (2')	25 miles
Run Portage la Prairie to Brandon (80 miles) (6'30")	81¼ miles
Brandon 18:30K - 19:00K (30")	6¼ miles
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Total	168½ miles

- 4) Ordered Nutana 6:00K. Departed 8:00K.
Run Saskatoon to Young (45 miles). Arrived 9:30K.
Work service at Young 9:30K to 17:30K.
Run Young to Watrous, 17:30K to 18:00K.
Off duty 19:00K.

Miles Paid

Nutana. 6:00K - 8:00K (2')	25 miles
Run Saskatoon to Young (45 miles) (1'30")	45 miles
Work service at Young 9:30K - 17:30K (8')	100 miles
Run Young to Watrous 17:30K - 18:00K (30") (14 miles)	6¼ miles
Watrous 18:00K - 19:00K (1')	12½ miles
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Total	188¾ miles

- 5) Ordered Nutana 6:00K. Departed 8:00K.
Run to Allan (29 miles). Arrived 9:00K.
Work service at Allan 9:00K to 9:30K (30").
Left Allan 9:30K. Arrived Watrous 10:30K (30 miles).
Work at Watrous 10:30K - 18:00K (7'30").
Off duty 18:00K.

Miles Paid

Nutana. 6:00K - 8:00K (2')	25 miles
Run to Allan, 29 miles,	
8:00K - 9:00K (1')	29 miles
Work service at Allan	
9:00K - 9:30K (30")	
Run Allan to Watrous 9:30K - 10:30K	
(30 miles)	30 miles
Watrous 10:30K - 18:00K (7' 30")	94 miles
Total	178 miles

- (6) Ordered Watrous 6:00K. Departed 8:00K.
 Run to Young (14 miles). Arrived 8:30K.
 Work service at Young 8:30K - 16:30K (8').
 Run Young to Saskatoon (48 miles).
 Arrived 18:00K.
 Off duty 18:10K.

Miles Paid

Watrous. 6:00K - 8:00K (2')	25 miles
Run to Young 8:00K - 8:30K (30")	6¼ miles
Work service at Young 8:30K - 16:30K	100 miles
Run Young to Nutana 16:30K - 18:00K	
(1'30")	45 miles
Off duty Saskatoon 18:10K (10")	2 miles
Total	178¼ miles

- (7) Jasper. Ordered 7:00K.
 Jasper. Departs 7:20K caboose hop.
 Pit M.P. 23 Albreda Sub. Arrives 8:15K picks
 loads.
 Pit M.P. 23 Albreda
 Sub. Departs 8:45K
 Morey (M.P.
 57.3) Arrives 10:15K picks up spreader and
 unloads between M.P.
 58.0 and 61.0, leaving
 spreader at Morey.

Morey	Departs	12:45K	
Pit	Arrives	13:30K	sets out empties
Pit	Departs	14:00K	caboose hop.
Jasper	Arrives	15:00K	
Jasper	Off duty	15:15K	

Miles Paid

Jasper 7:00K - 7:20K (20")	4 miles
Jasper to Morey (7:20K - 10:15K)	
(2'55")	57 miles
Morey (10:15K - 12:45K) (2'30")	31 miles
Morey to Jasper (12:45K - 15:00K)	
(2'15")	57 miles
Jasper (15:00K - 15:15K) (15")	3 miles
<hr/>	<hr/>
Total	152 miles

(8) Jasper Ordered 7:00K

Jasper	Departs	7:15K	caboose hop
Pit	M.P.	23.0	
Albreda			
Sub.	Arrives	8:10K	loading
Pit	M.P.	23.0	
Albreda			
Sub.	Departs	10:10K	
Morey (M.P. 57.3)			
	Arrives	11:50K	picks up spreader and unloads between M.P. 58.0 and M.P. 61.0, leaving spreader at Morey.
Morey	Departs	13:30K	
Pit	Arrives	14:45K	set out empties.
Pit	Departs	15:00K	caboose hop.
Jasper	Arrives	16:00K	
Jasper	Off duty	16:10K	

Miles Paid

Jasper (7:00K - 7:15K) (15")	3 miles
Jasper to Morey (7:15K - 11:50K) (4' 35")	57 miles
Morey (11:50K - 13:30K) (1' 40")	21 miles
Morey to Jasper (13:30K - 16:00K) (2' 30")	57 miles
Jasper (16:00K - 16:10K) (10")	2 miles
Total	140 miles

(9) Pit M.P. 85.7

Ashcroft Sub.

Ordered 7:00K

Pit M.P. 85.7

Ashcroft Sub.

Departs 7:15K with loads.

Boston Bar

Arrives 8:30K

Boston Bar

Departs 9:00K waiting orders.

Trafalgar (M.P.

36.0 Yale Sub.)

Arrives 10:30K picks up spreader and
unloads between the west
switch, Trafalgar, and
M.P. 39.0, turns at Hope
(M.P. 40.2) setting out
spreader at Trafalgar.

Trafalgar (M.P.

36.0 Yale Sub.)

Departs 13:00K

Boston Bar

Arrives 14:30K

Boston Bar

Departs 14:45K orders.

Pit

Arrives 16:00K

Pit

Off duty 16:30K

Miles Paid

Pit M.P. 85.7 Ashcroft Sub. (7:00K - 7:15K) (15")	3 miles
M.P. 85.7 Ashcroft Sub. to M.P. 36 Yale Sub. (7:15K - 10:30K) (3' 15").....	76 miles
M.P. 36 Yale Sub. (10:30K - 13:00K) (2' 30")	31 miles
M.P. 36 Yale Sub. to Pit M.P. 85.7 Ashcroft Sub. (13:00K - 16:00K) (3')	76 miles
Pit M.P. 85.7 Ashcroft Sub. (16:00K - 16:30K) (30")	6 miles
Total	<hr/> 192 miles

(10) Blue River

Ordered	7:00K	
Blue River		
Departs	7:20K	with loads
McMurphy (M.P. 37.4 Clearwater Sub.)		
Arrives	8:45K	picks up spreader
McMurphy		
Departs	9:10K	
Wabron		
Arrives	9:20K	unloads between west switch, Wabron and M.P. 42.5.
Wabron		
Departs	11:20K	
McMurphy		
Arrives	12:30K	sets out spreader
McMurphy		
Departs	12:50K	
Blue River		
Arrives	13:55K	
Blue River		
Off duty	14:30K	

Miles Paid

Blue River (7:00K - 7:20K) (20")	4 miles
Blue River to Wabron (7:20K - 9:20K) (2')	41 miles
Wabron (9:20K - 11:20K) (2')	25 miles
Wabron to Blue River (11:20K - 13:55K) (2' 35")	41 miles
Blue River (13:55K - 14:30K) (35")	7 miles
Total	<hr/> 118 miles

(11) Blue River
 (M.P. 132.3)
 Ordered 7:00K
 Blue River
 Departs 7:20K
 Albreda (M.P.
 91.5) Arrives 8:45K
 Albreda
 Departs 9:00K given work orders
 between Albreda and
 Valemount distributes
 O.C.S. material between
 Albreda and Cedarside
 returning to Alberda.
 Cedarside (M.P.
 78.3) Arrives 11:00K
 Cedarside
 Departs 11:20K
 Albreda
 Arrives 12:00K
 Albreda
 Departs 12:10K
 Blue River
 Arrives 13:20K
 Blue River
 Off duty 13:40K

Miles Paid

Blue River (7:00K - 7:20K) (20")	4 miles
Blue River to Albreda (7:20K - 8:45K) (1' 25")	41 miles
Work Albreda to Cedarside (8:45K - 11:20K) (2' 35")	32 miles
Cedarside to Blue River (11:20K - 13:20K) (2')	54 miles
Blue River (13:20K - 13:40K) (20")	4 miles
Total	<u>135 miles</u>

- (12) Kamloops Jct.
 Ordered 7:00K
 Kamloops Jct.
 Departs 7:20K
 C.P. Jct.
 (M.P. 3.5)
 Arrives 7:35K waiting orders.
 C.P. Jct.
 Departs 7:50K
 Falkland (M.P.
 47.3) Arrives 9:00K distributes O.C.S.
 material between
 Falkland and Armstrong
 Jct.
 Armstrong Jct.
 (M.P. 70.8)
 Departs 12:00K
 C.P. Jct.
 Arrives 14:00K Register C.P.
 C.P. Jct.
 Departs 14:15K
 Kamloops Jct.
 Arrives 14:30K
 Kamloops Jct.
 Off duty 14:40K

Miles Paid

Kamloops Jct. (7:00K - 7:20K) (20")	....	4 miles
Kamloops Jct. to Falkland (7:20K - 9:00K) (1' 40")	.....	47 miles
Falkland to Armstrong Jct. (9:00K - 12:00K) (3')	.....	37½ miles
Armstrong Jct. to Kamloops Jct. (12:00K - 14:30K) (2' 30")	.....	71 miles
Kamloops Jct. (14:30K - 14:40K) (10")	..	2 miles
Total	.....	161½ miles

2. That portion of the aforementioned rule reading
 "When work trains run forty (40) miles or more . . .
 will be interpreted to mean "forty (40) miles or more
 in one direction . . ."
3. Rule 16, Article 5 of the Trainmen's schedule and
 Rule 13, Article 5 of the Conductors' schedule, which
 rules are identical and read:

"Conductors/Trainmen doubling will be paid a
 minimum of ten (10) miles for each double, or
 actual mileage when this minimum is exceeded.
 This clause will apply in all cases where conduc-
 tors/trainmen are required to double on account
 of inability of engine to handle the train. In cases
 where the double is made for other reasons or
 where it is necessary to assist other trains or for
 an engine to run for coal or water, and any mem-
 ber of the crew accompanies the engine, actual
 mileage run will be allowed the crew."

will not apply to work train crews.

Clause (e):

Conductors assigned to work train service and held
 in that service will be paid on the basis of twelve and

one-half ($12\frac{1}{2}$) miles per hour, computed from the time they come on duty until tied up, and will be paid for not less than one hundred (100) miles or eight (8) consecutive hours at work train rates for every working day so held, not including overtime lapping over from previous day.

Conductors in unassigned work train service tied up at other than terminals will be paid continuous time for the first two (2) calendar days or forty-eight (48) hours and thereafter on the basis of twelve and one-half ($12\frac{1}{2}$) miles per hour, computed from the time the crew is ordered for until laid up and not less than eight (8) hours for each day so held.

Clause (f):

Conductors on wrecking train will be allowed actual mileage to and from wrecks, work train rates while working at same, and will be paid for not less than one (1) day's pay for such combined service.

Train crews tied up at other than terminals under this clause will be paid continuous time from the time of reporting for duty for the first two (2) calendar days or forty-eight (48) hours and thereafter on the basis of twelve and one-half ($12\frac{1}{2}$) miles per hour computed from the time the crew is ordered for until laid up and not less than eight (8) hours for each day so held.

A conductor in charge of a work train assignment will perform any necessary piloting of engines in connection with such assignment.

Clause (g):

Conductors assigned to work train service will not be considered absent from duty from the time work is through Saturday night until usual starting hour Monday

morning, unless notified in writing before they are tied up on Saturday night that they will be required. If notified and not used they will be paid for five (5) hours at work train rates.

Conductors will be allowed to go home for Sunday if the train service will permit and it will not interfere with work train service. Work conductors may have the option of refusing to do through freight service between Saturday night and Monday morning.

Clause (h):

Work trains will be bulletined over each freight promotion district at least five (5) days in advance of the effective date of the assignment.

Unless senior conductors desire otherwise, junior conductors will be assigned to work trains. Should no application be received the junior promoted conductor at the originating terminal will be assigned to such run or job.

The officer who issues the assignment bulletin will name the conductor who is forced on the position, and will be governed as follows:—

The junior qualified conductor working out of the terminal on the date bulletin closes will be named. "The terminal" means the terminal from which the assignment is started and from which relief would be supplied for the work train. If the conductor so named is not immediately available when the assignment commences, he must protect it as soon as he is available.

The "junior qualified conductor" means, the junior qualified conductor not working as such, at the time the bulletin closes.

A conductor, required to go out on initial trip of

regularly assigned work train, will be given sufficient time before leaving home to prepare for such service, twenty-four (24) hours being sufficient. This will not apply to a man relieving the regularly assigned conductor.

Work train assignments bulletined and filled which do not become effective within thirty (30) days after expiration of bulletin will be cancelled and if necessary re-bulletined.

The present arrangement on the Pacific District governing the bulletining of permanent work trains will continue in effect pending request from either the Company or the Conductors' local committee, when change will be mutually arranged.

Clause (i):

Conductors assigned to work train service will not be transferred or used in other service during a continuance of the assignment by a temporary suspension of the assignment for less than three (3) days, excepting that when a congestion of traffic occurs, which the unassigned conductors on the territory are unable to handle, work train conductors may be used for that purpose.

Clause (j):

When self-propelled cranes, pile drivers, weeders, sprayers and discers are required to operate under train orders on main line outside of yard limits, a conductor-pilot will be placed in charge, except on lines where there is but one (1) train a day operated in each direction.

Clause (k):

When conductors are temporarily sent out to perform work train service before the specified time for the bulletin to expire has elapsed, they will be paid for dead-

heading to the point of work and deadheading for turning after the assigned men have arrived and take over the assignment.

With the exception noted above of temporary deadheading when relieved by assigned men after expiration of the bulletin, an assignment will be considered as having been created when the bulletin is closed and all men engaged on the work will be considered as working an assignment regardless of whether they applied for the work or not.

When assignment has been created by bulletin, deadhead payments will be made to conductors deadheading to the assignment.

No deadhead payments will be made to conductors deadheading from a work train assignment, with the exception that deadhead claims will be paid when work covered by the assignment is completed or continued at a point on the subdivision other than the point at which the assignment started, in which case deadheading will be paid to the terminal for the subdivision.

Example "A":

Bulletin is issued to cover work train service at Oyena on the Oyena sub. Conductors working out of Hanna are successful applicants. Work is started and completed at Oyena. Crew deadheads from Hanna to work at Oyena and return to Hanna after completion of work on their own time. No deadhead payment will accrue.

Example "B":

Bulletin is issued to cover work train service at Oyena on the Oyena sub. Conductors working out of Hanna are successful applicants. Work is started at Oyena and

completed at Kindersley. Crew deadheads from Hanna to work at Oyen on their own time — no deadhead payment will accrue. Crew deadheads Kindersley to Hanna on completion of work and deadhead payment will accrue.

Example "C":

Bulletin is issued to cover work train service at St. Brieux on the St. Brieux sub. Conductors working out of Dauphin are successful applicants. Work is started and completed at St. Brieux. Crew will deadhead Dauphin to Humboldt to St. Brieux to start work and from St. Brieux to Humboldt to Dauphin on completion of work on their own time.

Example "D":

Bulletin is issued to cover work train service at Pathlow on the St. Brieux sub. Conductors working out of Dauphin are successful applicants. Work is started at Pathlow and completed at Lake Lenore. Crew would deadhead from Dauphin to Humboldt to Pathlow on their own time — no deadhead payment would accrue. On completion of work at Lake Lenore crew would deadhead Lake Lenore to Humboldt to Dauphin. Deadheading would be paid for Lake Lenore to Humboldt. Crew would deadhead on their own time Humboldt to Dauphin.

No deadhead payment will accrue when conductors deadhead to or from a work assignment for the purpose of relieving members of the crew as a result of exercising of seniority rights, mileage limitations, or similar causes.

Deadheading in connection with the operation of rail detector cars will be treated the same as any other work train service deadheading.

Clause (1):

Manning Sperry or Rail Detector Car

This equipment when in service or running light will be manned by a conductor and one (1) trainman.

The work referred to should be advertised to conductors and trainmen on their respective territories, and senior men applying should be assigned in accordance with the Merger Agreement.

Caboose will be supplied for the use of the men employed, and arrangements made to have caboose ahead so as to be available for the men when they tie up.

ARTICLE 5

Rates and Conditions for Conductors to Apply to Classes of Service Unless Otherwise Specified in this Schedule.

Rule (1):

When a conductor is called out, full crew will be used. This not to apply when accompanying a light engine.

Rule (2):

Conductors who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under the schedule.

Rule (3):

When any train other than a passenger train averages less than twelve and one-half (12½) miles per hour

overtime will be paid at schedule rates on a basis of twelve and one-half ($12\frac{1}{2}$) miles per hour. Time to be computed from the time of departure of train until arrival at destination.

In computing overtime all mileage paid for, including doubling, will be allowed in the mileage, and unless otherwise provided herein, the time will not include time otherwise paid for.

Rule (4):

Conductors in unassigned service held at other than their home terminal longer than sixteen (16) hours, without being called for duty, will be paid one-eighth ($\frac{1}{8}$) of the daily rate per hour (at the rate applicable to the service last performed) for the first eight (8) hours in each subsequent twenty-four (24) hours thereafter, time to be computed from the time crew goes off duty, until the time required to report for duty prior to the departure of the train on which they resume duty.

When men book rest of their own accord, time in excess of eight (8) hours so booked will not be included in computing time held away from home terminal.

Payments accruing under this rule shall be paid separate and apart from pay for the subsequent service or deadheading.

For the purpose of applying this rule, the Company will designate a home terminal for each crew in pool freight and unassigned service.

Rule (5):

Conductors deadheading or travelling passenger will be paid at the same rates and mileage as earned by the corresponding conductor working with the train on which they travel, except a conductor deadheading to take a preference run or promotion to which he is entitled by

change of time table or permanent vacancy, or when returning from same on account of being displaced by reduction of crews, or when deadheading to or returning from a point for relief work which he took at his own request, will not be entitled to the deadhead mileage going or returning.

It is agreed that passenger conductors bidding for regular passenger runs and having to go to the distant terminal for or to deliver their trains, will be paid deadheading for such trips to the extent of the mileage between the terminals of their assignment. This to apply both at the inauguration of and completion of the assignment.

The conductor first out will deadhead, and will start first out of these conductors at the other terminal. Conductors will not be required to abandon caboose except to run passenger or official trains, or unless it is the intention to return them deadhead on passenger, where the caboose would be an encumbrance, in which case conductors will be advised number, date of, and departure of train they will be returned on before they are obliged to give up caboose.

On any passenger train, other than a first class passenger train, caboose will be attached. This is not to be construed as to force conductors to give up caboose in order to deadhead them on passenger.

It is understood that terminal payments will not be allowed crew deadheading, except when such payments accrue after the time set for the departure of the train upon which deadhead crew is to travel.

It is also agreed that the crew to be deadheaded will be called for the time at which it is expected the train upon which they are to travel should be ready to leave.

The deadhead crew will have no claim under Article (f), for runaround.

The time of the deadhead crew ceases upon arrival at destination terminal, and any time earned by the working crew in yarding train, switching, etc., will not accrue to the men deadheading.

Example No. 1:

Crew (first out) called to deadhead on through freight from Dauphin to Winnipeg — 177 miles, crew (second out) to work train called to start work at 7:00K, to leave at 9:00K, deadhead crew called for 9:00K. Train leaves at 10:00K, arrives Winnipeg 22:00K. Times on duty: working crew fifteen (15) hours, deadhead crew thirteen (13) hours. Following will be allowed:

	Crew Working	Crew D-hdg.
2' terminal switching, through freight rates	25 m.	
1' terminal detention	12½ m.	12½ m.
Mileage Dauphin to Winnipeg through freight rates	177 m.	177 m.
Total	214½ m.	189½ m.

Example No. 2:

Crew (first out) called to deadhead on through freight from Dauphin to Winnipeg — 177 miles.

Crew (second out) called to work train for 9:00K. Train leaves 10:00K, and arrives Winnipeg 22:00K. Times on duty: working crew thirteen hours and thirty (13' 30") minutes, deadhead crew thirteen (13) hours. Following will be allowed:

	Crew Working	Crew D-hd
30" preparatory time, through freight rates	6¼ m.	
1' 00" terminal detention through freight rates	12½ m.	12½
Mileage Dauphin to Winnipeg through freight rates	177 m.	177
Total	195¾ m.	189½
Deadheading Vancouver to Victoria or Nanaimo.		

Article 5, Rule 5, Conductors' schedule, and Article 5, Rule 6, Trainmen's schedule would generally apply to trainmen and conductors deadheading between Vancouver Island and the mainland, it being understood that the passenger rate would be paid for such deadheading and transportation to be furnished free of cost.

Rule (6):

One hundred (100) miles or less, eight (8) hours less, to constitute a day, in through and irregular freight local freight, and mixed train service.

Rule (7):

Conductors required to load or unload way freight O.C.S. coal, or switch en route, will be paid overtime at way freight rates for time so occupied but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime.

Conductors will be paid way freight rates over the full trip if they load or unload way freight or switch at three (3) or more points, or a combination of three (3) of both.

This is not construed to apply to through trains setting out or picking up cars belonging to their trains unless a switch has to be made to spot cars which are set out; that is cars set out of a train will be placed for loading or unloading and this will not constitute switching unless the placing of same will necessitate the removal of car or cars from the track to which cars set out are destined. When picking up, any cars which are placed for loading must be re-spotted.

The handling of water cars for other than train purposes will be by way freight trains; if by through freight trains, way freight rates will be paid provided water is distributed at three (3) or more points.

Example No. 1:

Leave A. 10:00K.

Switch or handle way freight at C. 11:15K to 11:30K
and at E. 12:30K to 12:45K.

Arrive G. 18:00K (Distance 150 miles).

Allowed 150 miles at through freight rates, 6 miles
way freight rates.

Total 156 miles.

Example No. 2:

Leave A. 10:00K.

Switch or handle way freight at E. 11:15K to 11:45K.

Arrive G. 19:00K (Distance 150 miles).

Allowed 150 miles at through freight rates;

6 miles at way freight rates.

Total 156 miles.

Example No. 3:

Leave A. 10:00K.

Switch or handle way freight at E. 11:30K to 12:30K.

Arrive G. 24:00K. (Distance 150 miles).

Allowed 150 miles at through freight rates.

12½ miles overtime at through freight rates.

12½ miles overtime at way freight rates.

Total 175 miles.

Example No. 4:

Leave A. 10:00K.

Switch, load or unload way freight at E. 11:30K to 12:05K.

Arrive G. 20:00K. (Distance 150 miles).

Allowed 150 miles at way freight rates.

Example No. 5:

Crew makes trip over subdivision A. to G.

Loads or unloads way freight at B.

Performs station switching at C.

Picks up cars necessitating a switch at D.

Allowed: Way freight rates for full trip.

Rule (8):

Conductors required to load or unload way freight at terminal points will be paid at way freight rates for the time so occupied.

Rule (9):

Clause (a):

Conductors switching or delayed at terminals or turn-round points will be paid for actual time so occupied at through freight rates. Excepting that conductors required to perform yard foremen's work in any one yard in excess of five (5) hours in any one day will be paid at yard foremen's rates per hour for the actual time occupied. This time will be in addition to mileage or hours made on the trip.

Agents or yardmasters will issue ticket specifying time on this service, same to be forwarded to timekeeper with trip ticket.

Crews on assigned runs switching at bonafide terminals: Switching will be paid for at terminal points as specified in schedule.

Clause (b):

Through freight rates on the basis of twelve and one-half ($12\frac{1}{2}$) miles per hour will be paid conductors in through freight service for all time occupied in switching at Canadian National Railway junction points and this time will be paid in addition to pay for trip.

Such time will be deducted in computing overtime for the trip and this switching will not be regarded as constituting switching at an intermediate point under Article 5, Rule (7).

Interrupted time of thirty (30) consecutive minutes or more preventing continuance of switching operations will be deducted in computing time for switching at Canadian National junction points.

Rule (10):

Clause (a):

Unassigned conductors on short runs for round trips of seventy-five (75) miles or less, will be allowed a maximum of five (5) hours or one hundred (100) miles.

On round trips of over seventy-five (75) miles and returning portions of trip to be split, giving over 5 hours, the trip must be made in either direction.

Example No. 1:

Leave A. — 7:00K.

Arrive D. — 9:00K. 35 miles.

Leave D. — 10:00K.

Arrive A. — 12:00K. 35 miles.

Allowed: 100 road miles.

12½ miles at turn-around point.

Total 112½ miles.

Example No. 2:

Leave A. — 7:00K.

Arrive D. — 9:00K. 40 miles.

Leave D. — 10:00K.

Arrive A. — 15:00K. 40 miles.

Allowed 40 miles A. to D.

12½ miles at D.

40 miles D. to A.

22½ miles overtime D. to A.

Total 115 miles.

Clause (b):

Conductors may be assigned to suburban service (within a radius of ten (10) miles) the duration of which exceeds one (1) day and will be paid for all hours actually on duty, or held for duty.

Eight (8) consecutive hours or less to constitute a day, overtime pro rata.

Rule (11):

Conductors who come on duty and are afterwards called, will be paid for time held on duty at through freight rates with a minimum of three (3) hours and stand first out.

It is understood that men performing work after coming on duty will entitle them to the minimum day, and will stand last out. Taking engine from shop tracks to main yard will be considered work within the meaning of this clause.

Rule (12):

Conductors called out to fit up a caboose will be paid for time so occupied with a minimum of three (3) hours at through freight rates.

Rule (13):

Conductors will be paid a minimum of ten (10) miles for each double, or actual mileage when this minimum is exceeded. This clause will apply in all cases where conductors are required to double on account of inability of engine to handle the train. In cases where the double is made for other reasons, or where it is necessary to assist other trains, or for an engine to run for coal or water and any member of the crew accompanies the engine, actual mileage run will be allowed the crew.

NOTE: This rule does not apply to work train service.

Rule (14):

Conductors required to switch industrial spurs enroute, over one (1) mile in length, will be paid at the rate of twelve and one-half (12½) miles per hour as per class of service for all time so occupied in addition to pay for on duty.

Time paid for under this rule will be deducted from computing overtime to avoid duplicate payment.

It is understood that men switching industrial tracks of one (1) mile or more in length will not be paid for unless such work is performed at a distance of (1) mile or more from the main line.

Rule (15):

Conductors of mixed or freight trains will be paid at initial terminal thirty (30) minutes before time for departure of train, and will receive pay for such time through freight rates.

No preparatory time is allowed where crews are switching and are paid switching from time they report on duty. Snow plow extras are entitled to preparatory time. No preparatory time is allowed work trains, on emergency work trains; unless men notified to the contrary, they will report and then be paid preparatory time in accordance with conditions governing such trains.

If a crew is ordered for 8:00K, they will report on duty at 7:30K and be paid from 7:30K first preparatory time themselves for work in preparatory time and after performing such duties as may be required of them during the thirty (30) minutes preparatory time.

Rule (16):

Conductors acting as pilots will be paid the same rate of pay as the man running the train.

See Rule 66.

Rule (17):

When a conductor reports for duty and his caboose is being held away from home terminal, he will be paid

deadhead out on his own time to take his car, and conductor so relieved will deadhead to his own terminal on his own time.

(18):

Conductors held off duty by order of the company's officials to attend court or coroner's inquests on legal cases in which the Railway is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation and paid as under:

Conductors in assigned service will be paid for actual time lost; when no time is lost they will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the service in which usually engaged.

Conductors in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from the time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the class of service in which usually engaged. If conductors lose their turn pay will be allowed for a full day of eight (8) hours or for actual time lost when such time can be clearly determined.

Actual reasonable expenses will be allowed when away from home terminal.

In the application of this Article no allowance will be made for deadheading.

Any court witness fees and mileage will be assigned by the Company.

Rule (18)A:

Conductors held for Company's investigations and responsibility is attached to them in connection with matter under investigation (i.e., not subject to discipline or on Railway business on the order of the proper officer, will be paid as under:

- (a) Conductors in assigned service will be paid for actual time lost; when no time is lost pay will be allowed hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the service in which usually engaged.
- (b) Conductors in unassigned service or on the board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the service in which usually engaged and if they lose their turn pay will be allowed for a full day of eight (8) hours or actual time lost where such time can be clearly determined. Men who lose their turn will take their standing on the board from the time they are released.

Actual reasonable expenses will be allowed when away from home terminal.

In the application of this Article no allowance will be made for deadheading under Article 5, Rule 5.

Rule (19):

The right to a run extending over more than one promotion district will be divided between the men in such districts as nearly as possible on a mileage basis.

le (20):

ause (a):

The promotion of conductors will be from through freight to way freight, way freight to mixed, and from mixed to passenger.

For promotion purposes, regular assigned switch trains employing way freight rates, will be considered as being in the same class as regular assigned way freight trains.

ause (b):

A conductor refusing a run in line of promotion will hereafter rank junior to the conductor accepting the run on that run only. In the event of a reduction of staff, the senior man will, in all cases, be reduced although he may previously have obtained a run by bulletin; except that he cannot be displaced by a senior conductor, who had passed up the run to a junior conductor, for a position as trainman, or who previously reduced himself to take position as trainman.

Under this clause no conductor in freight service can displace a conductor in passenger service.

Before being compelled to leave his home terminal in order to hold a conductor's position, a senior conductor could be permitted to displace the junior assigned conductor working out of that terminal, except as provided in paragraph 1. This not to apply to passenger service.

This means the junior conductor on a subdivision on the same freight promotion territory out of that home terminal except that when there is a preference for lay-off the reduced conductor will be permitted to exercise his seniority even though this results in displacing the senior conductor on that subdivision.

Before being compelled to leave his home terminal in order to hold a position as conductor, a conductor shall be permitted to fill a temporary vacancy of ten (10) or more in through freight or work train service without thereby forfeiting his right to displace a junior conductor at a distant terminal at the expiration of such vacancy.

This to apply at terminals where no conductors board is maintained.

A conductor who is forced to apply for an assignment freight run in order to hold a position as a conductor will be allowed to vacate such run to take a car, newly set up in unassigned service, without having to give the prescribed ten (10) days' notice.

A conductor taking advantage of this rule will be required to take a newly set up car in unassigned service at the first available opportunity.

Rule (21):

Any lines added to a promotion district will be manned by conductors from promotion district to which such lines are attached, except that in manning branch lines which connect up two (2) freight promotion districts, such lines will be manned equally from the two (2) promotion districts so connected, in which case the conductors transferred will rank according to their seniority with conductors on the district to which they are transferred but no conductor will be reduced in rank unless the number of conductors employed on that district is reduced.

Rule (22):

In the event of a transfer of lines from one Superintendent's division to another, the number of conductors necessary to operate the line transferred may be determined

er with the line. Conductors will be allowed to transfer according to their seniority, and will rank with those in the division to which they are transferred according to their seniority, but no man on that territory will be reduced in rank or taken off a regular run which he already holds. Conductors transferring as brakemen will take no conductor's rights with them.

This applies also to transfers under Rule 21.

Rule (23):

Except as provided in Clause (e), Article 2, conductors held to do spare running will be run first-in first-out except when it is known that a car or run will be vacant for ten (10) days or more when it will be given to the oldest conductor on spare board. Spare conductors run around will be paid one hundred (100) miles for each unaround, and maintain their standing on spare board. No more conductors will be kept on spare board than it can be reasonably expected will make a fair monthly wage. At terminals where spare board is kept, the senior spare conductor will be given opportunity to take same, but when senior man refuses spare board, and it is taken by junior man, the former will be required to give ten (10) days notice of his desire to take spare board before he can replace the junior man. Where no conductors' spare board is kept, the oldest available spare conductor will be entitled to car or run, and he will hold it until relieved by a senior man. When regular conductors lay off, they will be required to state as nearly as possible length of time they will be off.

That part of Rule 23, Article 5, reading: "Where no conductors' spare board is kept, the oldest available spare conductor," etc. This means the senior available qualified conductor, even though he may be at the time holding a position as a brakeman.

When a regular man lays off and does not give Company forty (40) minutes notice before the train which he is called is ordered to leave, in which to the spare man entitled to the run, the most available spare man will be called, and spare men run around under these circumstances will not be paid runaround.

The forty (40) minute provision contained in the paragraph of Rule 23, Article 5, will not permit regular men to lay off on short notice, except in case of sickness or injury.

A man who passes up promotion in unassigned service on the subdivision or subdivisions to which he is assigned will not be permitted to perform relief conductor's work except that he may be required to do relief conductor's work in cases where no other qualified men are available. This rule will also apply to a man who passes up a conductor's spare board.

A man who reduces himself from conductor's service and takes a position as a baggageman, or brakeman, either freight or passenger service will not be permitted to again take a conductor's position until the change of timetable, which change shall be considered effective of May 1st, and October 1st, of each year, except:

- (1) he may be required to do relief conductor's work in cases where no other qualified men are available;
- (2) he will be permitted at any time to exercise his seniority as a conductor to bid on any bulletined position.

When desiring to return to unassigned through freight service he will be required to notify the appropriate railway officer in writing of his intentions ten (10) days prior to changeover date, i.e., May 1st and October 1st, and the terminal out of which he will exercise his seniority. If no permanent vacancies are available for a conductor position, he will be permitted to displace the junior freight conductor in unassigned service.

When notice is served in compliance with Article 5, Rule 23, paragraph 6, Conductors' schedule and on the specified date it is found a man cannot hold a regular conductor's position in unassigned service at the terminal of his choice, he will be permitted to do relief work until a car is set up or a permanent vacancy in unassigned service appears which he can hold as conductor.

Rule (24):

Freight conductors will be assigned to regular subdivisions, and will be kept on those subdivisions, except in emergency on account of shortage of men or crews they may be required to go on another subdivision, in which case they must be changed off with first unassigned conductor on that subdivision met enroute.

Conductors arriving at their own subdivision terminal, when conductors from another subdivision are about to be used, shall change off with said conductors for the purposes of keeping conductors on their own respective subdivisions, even though the conductor about to be used has been called and started to work. This rule will not be enforced when conductors require rest.

Rule (25):

Conductors will not be required to handle any freight at night or on Sunday, except conductors on trains handling perishable freight, such as fresh meat, fruit, butter, eggs and beer, or other liquids that are perishable, will load or unload such perishable freight at night or on Sundays, but will not be required to load or unload other freight at stations where they may handle perishable freight during the prohibited hours.

All trains leaving terminal points between the hours of five (5) o'clock and ten (10) o'clock November first to April first, and all trains leaving terminal points

between the hours of three (3) o'clock and ten o'clock, April first to November first, will not be considered night trains and such trains will work as freight through to destination of run irrespective of hours of reaching such destination.

It is understood that conductors called for way freight service under this rule will not be called so as to be required to be on duty previous to three (3) o'clock and five (5) o'clock.

Rule (26):

Conductors will not be compelled to handle cars or trains the draft gear of which is defective and require to be chained, further than to take care of perishable freight or livestock that may become disabled enroute to the terminal.

Under no circumstances will conductors be compelled to handle cars behind cabooses, other than official flag or flangers.

Rule (27):

Conductors on arrival at terminals will not be called again for immediate duty if they want rest, the conductors to be judge of their own condition, but eight hours is to be considered sufficient, except in extreme cases. Required rest must be booked on arrival, and must be given complete before being called. When a conductor books rest, his caboose will not be sent out until rest period has expired. Under the above provision, conductors will not be permitted to book less than five hours rest.

Rule (28):

Conductors who have been on duty twelve (12) hours will be entitled to eight (8) hours rest; the same to

anted by the dispatcher as soon as it can be arranged without delaying other trains that meeting points have been arranged with, before notice of rest required had been given. Conductors will be automatically tied up for rest when trainmen with whom they are working book rest and said conductors shall not be entitled to compensation during rest period.

Rule (29):

At terminals where carmen are employed and on duty they will couple hose and test air. Conductors will have assistance rendered carmen when same would avoid delay to train.

Rule (30):

At terminals where stores are supplied, conductors will have requisition and key of caboose at yard office. After stores are placed on caboose, key will be returned to yard office. For passenger trains, requisitions will be left at train register.

Trains arriving at terminals with cars chained up, or emergency knuckles in use, will have same returned to them or new ones supplied. Conductors will endeavour properly notify car inspectors of cars upon which emergency knuckles have been used in their train, otherwise they will leave written advice, setting forth particulars, in yard office with way bills and reports. At points where no yard offices are located, this advice will be delivered at the station.

Rule (31):

Arrangements will be made between Superintendent and local committee to supply cabooses with suitable coal at terminals.

Rule (32):

A reasonable amount of ice will be allowed for in cabooses at terminals where ice is kept.

Rule (33):

A caboose track will be provided at terminals. It is understood that switching operations will not be performed with cabooses.

It is agreed that prompt action will be taken with a view of eliminating cause which has given rise to complaints regarding the rough, and frequently unnecessary handling of cabooses at terminals. Our instructions contemplate that cabooses will be placed on caboose track as soon as practicable after arrival in yard.

Rule (34):

Repair cars moved forty (40) miles or less will be handled on head end of train.

Rule (35):

Freight conductors may be assigned to transfer freight mixed and local service between Port Mann and Vancouver and will do all industrial and other switching at Port Mann. One hundred (100) miles or less, (8) consecutive hours or less to constitute a day's work.

Conductors to be paid not less than the following

Effective

Per Calendar Month

\$

May 1, 1965

514.49

All time in excess of two hundred and twenty-four (224) hours in any month to be paid as overtime at overtime rate.

Rule (36):

It is not the desire or intention to establish the practice of doubleheading engines on freight trains.

Doubleheaders may be run in case of storm, accidents, to avoid running engines light, moving engines to and from shops or from one division to another or to consolidate with another train on which the engine has been partly disabled, and in all such cases the tonnage shall not exceed the tonnage of the largest engine attached over the division. The maximum number of cars handled, exclusive of caboose, will be thirty-five (35), way freights will not be doubleheaded.

It is understood under this clause that two (2) engines under steam will be considered doubleheaders.

Rule (37):

Helping engines may be used to assist trains over the following grades, and at such points as may be arranged from time to time between the General Superintendent and the General Committee without the revision of this schedule.

MANITOBA DISTRICT

Redditt to Farlane.

Shabaqua to Mabella.

Sprague to South Junction.

Leary's to Cardinal.

Roblin to Makaroff.

Kamsack to Veregin.

Humboldt to St. Gregor.

Carberry Junction to Neepawa.

SASKATCHEWAN DISTRICT

Lumsden to Regina.
Lumsden to Disley.
Saskatoon to top of hill, both ways.
Prince Albert to Clouston.
Prince Albert to Davis.
Moose Jaw to top of hill, both ways.
Elbow to top of hill, both ways.
Kindersley to Beadle.

ALBERTA DISTRICT

North Battleford to top of hill west.
Drumheller to top of hill, both ways, but not further
than Delia eastbound.
Battle Junction to top of hill, both ways.
Edson to Bickerdike.
Leyland to Luscar.

BRITISH COLUMBIA DISTRICT

Port Mann to Still Creek.
Vancouver to Still Creek.
Bostock Junction to Monte Lake.
Armstrong to Monte Lake.

Rule (38):

Freight conductors living within two (2) miles of y
office, and passenger conductors living within two
miles of passenger station, will be called sufficiently
advance to be on duty the required time before lea
time of train. Caller will be furnished with a book
which will be registered time train leaves, and in w
they will sign their names, and calls will be made
nearly as possible two (2) hours before the departur
train.

Conductors on passenger and mixed trains timed to arrive passenger station between the hours of eight (8) o'clock and twenty-two (22) o'clock will not be called.

It has been agreed that conductors on through passenger trains will be called for their assignment and advised the time required to report for duty; and shall not be set back more than once after being advised the time required to report for duty.

The intent is that in the event of through passenger trains running late on their schedule, conductors will, where conditions permit, be advised before leaving home that they are being set back. This, of course, will only be practicable of application in instances where assigned passenger conductors live within the calling distance, or where their residence is equipped with telephone.

The callers now employed at Kamloops city will be continued in service until occasion therefor has been removed.

Article (39):

Conductors assigned to regular runs will not be required to stop in caboose at terminal points, and unless they are advised that they will be required before their regular run, will not be considered absent from duty if required and not on hand. Conductors will leave their proper addresses at terminals, and should they be absent from their regular residence they will leave word where they can be found, if required.

Article (40):

Conductors assigned to regular trains will not be required to do other work than that to which they are regularly assigned, except in cases of wrecks when no other conductors are available, or when called to relieve a superior train.

Road conductors assigned to regular cars or runs not be called off such cars or runs to perform switch service in an assigned yard, when yardmen are available.

Rule (41):

One (1) trainman on each train must be competent to have at least six (6) months experience as such, and same or another trainman must be acquainted with the road. A conductor will not be required to take a trainman who is found to be incompetent more than (1) round trip, unless his incompetency is disproved. Conductors finding trainmen incompetent must make complaint in writing.

Rule (42):

No conductor will be disciplined or dismissed until charges against him have been investigated; the investigation to be presided over by the man's superior officer. He may, however, be held off for investigation not exceeding three (3) days, and will be properly notified of the charges against him. He may select a fellow employee to appear with him at the investigation, and he and fellow employee will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on his responsibility. Questions and answers will be recorded. He will be furnished with a copy of his statement taken at the investigation. The employee will be advised in writing of the decision within twenty (20) days from the time investigation is completed except as otherwise mutually agreed. If not satisfied with the decision he will have the right to appeal within thirty (30) days from the date notified thereof. On request, the General Chairman will be shown all evidence in the case. In case disciplin-

Dismissal is found to be unjust, he will be exonerated, reinstated if dismissed, and paid a minimum day for each twenty-four (24) hours for time held out of service at schedule rates for the class of service in which he was employed. When conductors are to be disciplined, the discipline will be put into effect within thirty (30) days from the date investigation is completed.

It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable. Conductors will not be held out of service pending rendering of decision except in cases of dismissable offences.

Rule (43):

When a conductor is discharged or resigns, he will, as soon as possible, be paid, and given a certificate, on request, stating time of service and in what capacities he was employed.

Rule (44):

No fines will be imposed on conductors.

Rule (45):

Canadian National conductors required to work on construction lines will be governed by rules and rates of pay governing the conductors on the Canadian National railways.

Rule (46):

A conductor who, with proper consent, temporarily works for the construction department and is turned over by that department will have the right to place his case before the proper officials of the operating department, who will immediately institute enquiries, and if evidence obtained shows that dismissal is not warranted, he will be returned to the service.

Rule (47):

Conductors entitled to regular work in road service will lose their seniority standing after thirty (30) service in any other class of work, except by special arrangements, with the approval of the General Superintendent, and in cases where employees accept positions with the Brotherhood of Railroad Trainmen.

Rule (48):

Conductors who are discharged and not re-employed within six (6) months, will be regarded as new except that a conductor who has been discharged more than six (6) months may be reinstated when such action is sanctioned by the General Superintendent and General Committee of the Brotherhood of Railroad Trainmen.

Rule (49):

Conductors Laid Off

A conductor who is laid off will be given preference of re-employment when staff is increased on his seniority and promotion district and will be returned to the service in order of seniority.

A laid-off conductor who desires to return to the service when work is available for him must keep the District Officer advised of his address, in writing, in order that he may be readily located.

A laid-off conductor who is employed elsewhere at the time he is notified to report for duty may, without loss of seniority, be allowed thirty (30) days in which to report, providing:

- (1) that it is definitely known that the duration of his work will not exceed thirty (30) days;

- 2) that other laid-off conductors are available;
- 3) that written application is made to his superior officer immediately on receipt of notification to resume duty.

A laid-off conductor who fails to report for duty, or to give satisfactory reason for not doing so, within fifteen (15) days from date of notification, will forfeit all seniority rights.

Rule (50):

Superintendent or trainmaster on each district will, on request, furnish the Chairman of the Local Committee, each month, with the names and dates of all conductors promoted and hired during the month, who will add them to the list which will be kept in a conspicuous place at each terminal. Anyone wishing to protest his rating, or absence of rating, will be required to do so within sixty (60) days from the time names are posted, otherwise his protest will not be considered.

Rule (51):

Leave-of-Absence and Protection of Seniority

a) For Brotherhood Positions:

Collective—

- b) Employees elected to Grand Lodge Office or as a General or Local Chairman, or as a delegate to any Brotherhood activity requiring leave-of-absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave-of-absence was granted. Application for, or renewal of such leave must be made by the Brotherhood to the Vice-President of the Region on which the applicant is employed. Pass transportation will be granted in accordance with Company policy.

Appointive—

(ii) Leave-of-absence to appointive Brotherhood positions such as Special Representative and Organizer, may be granted at Management's discretion, for a period not in excess of one (1) year, in accordance with Company policy.

(b) For Other Reasons:

Leave-of-absence for other reasons, including personal illness, for a period not in excess of one (1) year, may be granted at Management's discretion in accordance with Company policy.

(c) All applications for leave-of-absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be submitted to the appropriate Officer of the Company in sufficient time to permit relief arrangements being made. Authorization for leave-of-absence must be obtained in writing.

(d) Extension of leave-of-absence may be granted if supported by application in writing to the appropriate Officer of the Company. Such applications must be received in ample time to obtain authorization, or if authorization is not granted, to enable the employee to return to work at expiration of his leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit all seniority rights.

(e) Employees on authorized leave-of-absence, excepted positions as Company Officers, other non-schedule positions, or positions as yardmaster or assistant yardmaster with the Company, will retain and accumulate trainmen's and yardmen's seniority rights.

Resuming Duty After Leave-of-Absence:

(f) Assigned employees returning to duty from leave

f-absence must report their availability for duty at least five (5) hours in advance of the time of resuming their regular assignment. Employees will not be allowed to resume duty unless they have complied with the requirements of this rule. Employees who signify at the time leave-of-absence is granted that they will resume duty as of a given time and date, will be considered as having complied with this rule.

g) If at the time a conductor reports for duty after having booked off or upon returning from a leave-of-absence, his car has made more than one (1) round trip away from home, or has been more than forty-eight (48) hours in work train service, he may be allowed to deadhead on his own time to take the car, and the conductor displaced will not be paid for deadheading.

Rule (52):

All freight and mixed trains handling five (5) or more loaded cars, or seven (7) or more coaches, or three (3) and five (5) combined, between the months of November and March, inclusive, will be allotted a competent man to attend to the heaters.

Rule (53):

Conductors will have the opportunity of having meals at a reasonable hour by previously advising dispatcher.

Rule (54):

Conductors will not be held away from home terminal to make more than two (2) round trips in turnaround service, or two (2) shifts in yard service, or a combination of both, out of the away-from-home terminal.

In event of conductor standing first out after having made two (2) turnaround trips from the away-from-home

terminal and the third trip is to be made, he may, whether or not he may make the third trip, or the conductor standing behind him to do so, but exercising this right Clause (f), Article 3, will not

Rule (55):

Conductor on completion of trip will complete returns for himself and trainmen and submit same to the proper Officer of the Railway.

Where there is a question regarding the time or age to be paid for, any portion not in dispute allowed, and the conductor advised within sixty calendar days from the date of receipt of ticket regarding the portion which is not allowed, together with why not allowed, otherwise such claim will be paid; cases where all time or mileage claimed on any return is disallowed, such time return will be within (60) calendar days returned to the conductor through proper Officer of the Railway, otherwise such claim will be paid.

A claim for compensation not allowed must be presented in writing by the conductor, or his authorized representative to the proper Officer of the Railway within sixty (60) calendar days from the date he was advised the claim was not allowed, otherwise such claim will be invalid.

Claims made within the prescribed time limits and disallowed may be progressed with the higher Officers of the Railway in their proper order on appeal in writing within sixty (60) calendar days from the date of notification of declination. Decision on the appeal will be rendered within sixty (60) calendar days from the date the claim is received by the Officer to whom appeal is made.

The decision by the highest Officer designated by the Railway to handle claims shall be final and binding.

less within sixty (60) calendar days from the date of the Officer's decision such claim is disposed of on the property or proceedings instituted for the final disposition of the claim by the conductor, or his accredited representative and such Officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the sixty (60) calendar day period herein referred to.

Rule (56):

Assignments will only be made by bulletin or time release. Except in case of sickness or leave-of-absence, a conductor successfully applying for an assigned run under this rule will be required to take it within five (5) days after receiving notification that he is entitled to such assignment; otherwise the next senior applicant will be assigned. Junior conductors desiring to do so may take the run until permanent assignment is made.

Names of successful applicants will be bulletined.

Should no application be received the junior promoted conductor at the originating terminal will be assigned to that run or job.

The officer who issued the assignment bulletin will name the conductor who is forced on the position, and he will be governed as follows:

The junior qualified conductor working out of the terminal on the date bulletin closed will be named. "The terminal" means the terminal from which the assignment started and from which relief would be supplied. If a conductor so named is not immediately available when the assignment commences, he must protect it as long as he is available.

The "junior qualified conductor" means, the junior qualified conductor not working as such, at the time the bulletin closes.

The successful applicant for any run or job, other than one in first class service, will within five (5) days of receiving notice that he is the successful applicant, relinquish any run or job he may be holding, unless such job is the one under bulletin.

The only changes in regular assigned mixed and freight runs that will be considered sufficient cause for the rebulletining of such runs are, a change in the principal layover, or a change in one or more terminals on the run. This not to do away with the ruling when a conductor may leave such assignment by giving ten (10) days notice of his intention.

A conductor, other than one in passenger service, whose assignment is cancelled or who is displaced, unless on leave-of-absence, within three (3) days of receiving the proper authority the class of service or run on which he intends to exercise his seniority and failing to do so will only be permitted to displace the junior conductor regularly set up and working out of that terminal.

When a crew arrives at an away-from-home terminal on a mixed or passenger assignment and the assignment is abolished, the crew may be returned to their home terminal, handling caboose and deadhead passenger equipment. Only the equipment used on the assignment will be handled, and no other service will be done on the return trip.

Rule (57):

A conductor displaced will be notified in sufficient time to permit removal of his personal effects from the caboose.

Failure after due effort to find a man for replacement of notifying him of being displaced will not be a bar to claim for compensation.

he (58):

conductors held for other service than that to which
igned and not used will be paid for time lost at sche-
rates.

are (59):

he following stations constitute terminals within the
ning of the term, and may be eliminated or added
by giving the General Chairman fifteen (15) days'
ce in writing, and bulletining same on division affect-
over the signature of the General Superintendent of
District.

MANITOBA DISTRICT

Stokan	Kelvington
Strong	Neebing
London	Neepawa
Mont	Port Arthur
Alah	Rainy River
Archill	Redditt
aphin	Rivers
oraine	Russell
Flon	Swan River
t Frances	Steep Rock
Psg. Term. only)	Sherridon
t Rouge	Sioux Lookout
am	Transcona
osumville	The Pas
lgson	Victoria Beach
nboldt	Viriden
lson Bay	Wabowden
nsack	Winnipeg
e ling	

SASKATCHEWAN DISTRICT

Arboretfield	Northgate
Biggar	North Battleford
Big River	Nutana
Carrot River	Prince Albert
Dunblane	Radville
Estevan	Regina
Hudson Bay	Riverhurst
Humboldt	Rivers
Kindersley	Russell
Kipling	Saskatoon
Loverna	St. Walburg
Main Centre	Watrous
Melville	Willow Bunch
Neidpath	

ALBERTA DISTRICT

Alliance	Mirror
Athabasca	Mountain Park
Biggar	North Battleford
Brazeau	St. Paul
Calgary	Vermilion
Edmonton	Vegreville
Edson	(For Calgary 4th
Grand Centre	Div. Conductors)
Hanna	Whitecourt
Jasper	Wainwright
Kindersley	

BRITISH COLUMBIA DISTRICT

Blue River	Prince George
Boston Bar	Pacific
Endako	Prince Rupert
Jasper	Smithers
Kamloops Jct.	Tyup (for Conductors
Kelowna	working out of Tyup
McBride	Vancouver
Port Mann	Victoria (Point Ellice)

The limits of Winnipeg Terminals will be the east switch at Paddington and the west switch at Portage Junction.

The limits of Port Arthur yard will be the Port Arthur Passenger station and the west switch Fort William "Loop". Switching performed between west switch at Mount and west switch at Fort William "Loop", will be paid for under terminal time rule.

The limits of Rainy River yard will be the east switch at Rainy River and the west switch at Baudette.

The limits of North Regina yard will be Dewdney street and north switch at North Regina yard.

Qu'Appelle Junction would be considered the terminal limit for Qu'Appelle subdivision crews, but that insofar as Lewvan subdivision crews are concerned, general clause as quoted under Rule 59 would be applicable.

The limits of Saskatoon yard will be Twenty-fifth street and Nutana and the Government Elevator switch on the Kindersley subdivision. Except that the terminal limits for Delisle subdivision trains will be at the switch to the Quaker Oats plant, and switching at the Government Elevator switch will be paid for under terminal time rule. Switching at North Saskatoon will be paid for under terminal time rule.

The limits of Dauphin yard will be the west switch at the west yard and the east switch at the east yard. Delays to eastbound trains at North Junction will be paid for under terminal time rule.

It is understood that at terminals other than those specified above, when a train can head into a clear track, or pull ahead and back into a clear track, and get engine away without delay, terminal time will not apply.

Rule (60):

Permanent freight and mixed promotion territory will be as under.

Promotion District No. 1**Subdivisions:**

Allanwater	Pine Falls
Carberry	Pleasant Point
Carman	Quibell
Fort Frances	Rapid City
Gladstone	Rhein
Graham	Ridgeville
Harte	Rosburn
Inwood	Sprague
Kashabowie	Steep Rock
Letellier	Ste. Rose
Miami	Tonkin
Minaki	Touchwood
Miniota	Victoria Beach
Neepawa	Wakopa
Oakland	Yorkton
Oak Point	

Includes Port Arthur, Belmont and Watrous.
not include Armstrong.

Promotion District No. 2**Subdivisions:**

Aberdeen	Central Butte
Amiens	Chelan
Arborfield	Conquest
Asquith	Corning
Assiniboine	Cowan
Avonlea	Craik
Beechy	Cromer
Bengough	Cudworth
Bienfait	Duck Lake
Big River	Elrose
Blaine Lake	Erwood
Brooksby	Flin Flon
Carlton	Glenavon

Vel	Riverhurst
riavelburg	Rosetown
rtney	Sherridon
rchmer	St. Brieux
npman	Thicket
ngham	Tisdale
wan	Togo
in Centre	Turnberry
rgo	Wawanesa
eskanaw	Wekusko
orthgate	Weyburn
ddockwood	Whitebear
eeceville	Winnipegosis
Appelle	

Includes Brandon and Dauphin.

Promotion District No. 3

Subdivisions:

adia Valley	Hatherleigh
liance	Kingman
habasca	Mantario
ttleford	Oyen
ackfoot	Porter
odo	Red Deer
olney	Robinhood
onnyville	Sangudo
azeau	Sheerness
amrose	Spondin
ronado	Stettler
ut Knife	Three Hills
emay	Turtleford
odsland	Unity
rumheller	Vegreville
ndiang	Viking
aight	

Includes Biggar, North Battleford, Kindersley and Edmonton Terminals.

Promotion District No. 4

Subdivisions:

Albreda	Mountain Park
Ashcroft	Nechako
Brule	Okanagan
Bulkley	Skeena
Clearwater	Telkwa
Cowichan	Tete Jaune
Foothills	Tidewater
Fraser	Wabamun
Lumby	Yale
Luscar	

Passenger Service:

Passenger promotion territory includes all lines of Port Arthur and Armstrong, including Port A but excluding Armstrong.

By arrangement between General Superintendent and General Committee, this rule can be changed with the revision of this schedule, and for promotion purposes the second and third divisions, central district, may be considered as one promotion territory.

Rule (61):

A conductor taken out of service on account of infirmity of sight or hearing will have an opportunity for re-examination in the presence of representatives of the Company and Organization, before an ear or eye specialist satisfactory to both parties, and if the specialist finds his sight or hearing to be within the requirements of the Board of Transport Commissioners, he will be reinstated and paid for time lost.

Rule (62): (Replaced by Rule 62-B)

le (62-B):

Memorandum of Agreement between the Canadian National Railway Company, Prairie and Mountain Regions, and the Brotherhood of Railroad Trainmen providing for amendment to Schedule governing Rates of Pay and Working Conditions for Conductors, Rates effective February 1, 1954, and Rules effective January 1, 1954, and subsequent Memoranda of Agreement to the extent indicated herein effective January 1, 1966.

Annual Vacation

See list of Agreements inserted at back of schedule.

le (63):

On Other Matters

Conductors being required to take train orders over telephone.

It is agreed that the requisitioning of the services of conductors in the transmitting of train orders over the telephone will be limited to instances where such action is unavoidable, and to cases of extreme emergency.

Chain-ganging of passenger crews on two (2) or more runs.

It is not the intention of the Company to chain gang passenger conductors on two (2) or more runs of divergent routes.

Conductors being required to:

- (a) Seal cars picked up at non-agency stations;
- (b) Report number of cars required;
- (c) Grain doors on hand and required;
- (d) Amount of grain in storage.

(a) The sealing of cars picked up at non-agency stations will be performed in accordance with instructions contained in Form 949 — Car Sealing Instructions.

(b) It is impracticable to relieve conductors of duty.

(c) Efforts will be directed to the relief of conductors from this work, and section foreman will facilitate procuring of the requisite information. Conductors however, be required to render necessary assistance.

(d) An endeavour will be made to have the elect representatives leave in way bill box memorandum indicating amount of grain in storage at their respective conductors.

(4) Periodical medical examinations.

All conductors are required to be medically examined every two (2) years. This examination will be made by travelling medical examiners or by medical officers at the Company's clinic centres.

(5) Work trains doing station switching when crews are available.

It is not the intention of the Company to use conductors in work train service for the performance of station switching, when other crews are available.

(6) Men taken away from home terminal for investigation.

This will only be done when the situation renders such action unavoidable.

(7) Using cabooses for extra gang and not cleaning them before setting up in train service.

It is agreed that this cleaning will be done in all cases.

(8) Placing cabooses on mixed trains.

It is agreed that when cabooses are not placed on mixed trains, baggage cars will be fitted up with bunks for the accommodation of train crews. On runs where express is handled in baggage car, and unpleasant

ise therefrom, Superintendent will take proper action rectify.

Conductors not being allowed to enter express cars.

The understanding reached is that the messengers are to be held responsible for the interior of cars in the same manner as sleeping and dining car employees.

0) Minimum day in each class of service.

The provisions of the schedule will be strictly adhered in respect to this subject.

1) Closing doors on empty cars, and ascertaining whether cars are loaded or empty.

At terminals where carmen are employed the duty of closing doors on empty cars will be removed from the train crew, at all other points this work will devolve upon the trainmen, and it will also be their duty to ascertain whether cars picked up on the line are loaded or empty. It is the duty of the conductor to ascertain from the trainmen whether cars picked up on the line are loaded or empty, and whether the doors have been closed on all empty cars in his train.

2) Assembling short hauls.

At departure terminals, two (2) or more cars consigned to an intermediate point forwarded on through freight trains, will be assembled on train in such a manner, with respect to other cars on the train, as will cause only the minimum of switching when setting out at points of destination.

3) Continuous passage to baggage cars.

It is understood that the principal cause for complaint in connection with trains upon which combination mail and express cars are operated, the express end of which being assigned for the accommodation of baggage and the straight baggage car allotted to the express company.

The Company agrees to restrict such arrangements to instances where it is positively unavoidable.

(14) Permission and transportation for men on assigned runs to go home for Sundays.

It is agreed that conductors on assigned runs, upon request, will be furnished with transportation and allowed to go home for Sunday when conditions and service permit.

(15) Switching limits defined.

The necessity of changing or re-establishing recognized switching limits, in order to render switching service required because of extension of industrial activities and territorial extension of facilities, must be recognized.

The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper Officer of the Company and the General Chairman. The concurrence of the General Chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

Rule (64):

**Memorandum of Conference Held at Edmonton,
April 1st, 2nd and 3rd, 1930.**

April 15th, 1930

At a conference held in Edmonton, April 1st, 2nd and 3rd, 1930, at which were present Mr. A. A. Tisdale, General Manager; Mr. N. B. Walton, General Superintendent of Transportation; Mr. W. R. Devenish, General Superintendent, Winnipeg; Mr. C. Forrester, General Superintendent, Saskatoon; Mr. W. I. Munro, General Superintendent, Edmonton; Mr. B. T. Chappell, General Superintendent, Regina.

superintendent, Vancouver; Mr. W. H. Tobey, Superintendent, Prince Albert; Messrs. Ayrhart, Robertson, Turner and Donoghue, Chief Timekeepers at Winnipeg, Saskatoon, Edmonton and Vancouver, respectively; and the undersigned, various questions pertaining to schedule interpretations between the Canadian National Railways, Western Region, and their conductors and trainmen were discussed, and the following understandings reached:

Question No. 1:

It was agreed in connection with junction switching that through freight crews entitled to arbitrary allowances for switching at junction points would be paid for this time from the time the crew actually started switching operations until finished, except time taken in between to eat, or interrupted time of thirty (30) consecutive minutes or more. Time lost occasioned by an engine crew eating, if less than thirty (30) minutes, will not be deducted.

Question No. 2—Intermediate Switching:

It was agreed that the picking up of cars should be counted the same as in the case of cars set out; this, of course, being where a switch is required either in setting out or picking up.

Question No. 3—Switching or delayed time at terminals and turn around points:

It was agreed that final terminal detention at terminals other than those the limits of which are designated in rules 59 and 67 of the Conductors' and Trainmen's schedules, and at turn around points, would start from the time train is first delayed, either upon entering the yard or pulling into the yard or after stopping in the yard. A stop for lining the switch for the purpose of entering the yard not to count as a delay.

Question No. 4:—Deleted.

Question No. 5:

Unassigned work train service, Clause "E", Article O.R.C. Schedule, and Clause "D", Article 4, and thereto, of B.R.T. Schedule, and with reference to 56, O.R.C. Schedule and Rule 61, B.R.T. Schedule.

The question here raised was whether a crew temporarily sent out to perform necessary work before specified time for the bulletin to expire would be for deadheading to the point of work, and deadhead for returning after the regularly assigned crew had arrived for service; also whether the temporary crew assigned would receive continuous time for the first (2) calendar days according to the ruling attached Clause "D" of Article 4 of the Trainmen's Schedule.

It was agreed under the circumstances cited that temporary unassigned work train crew would be entitled to deadheading both ways and also to continuous payment for the first two (2) calendar days.

Question No. 6:—Deleted.

Question No. 7:—Re limits of Saskatoon terminals

It was agreed that the limits of Saskatoon Terminals will be Twenty-fifth Street, the main line connection switch at Chappell or Govel, also the east switch at Cross. Switching at North Saskatoon will be paid under the terminal time rule.

Question No. 8:

It was agreed that crews in chain gang service on regularly under operation, when used temporarily in under construction, will be paid as per class of service performed in accordance with schedule.

Question No. 9:—The matter of baggagemen on Trains 1 and 2, Winnipeg-Watrous, handling Her Majesty's

It was agreed with reference to the runs in dispute that the baggagemen would be paid the full ten

dollars per month, as per Rule 9 of the Trainmen's schedule. (See rate made effective April 1st, 1952 (\$11.20)).

Question No. 10:—Deleted.

Item No. 11—Ruling:

It was agreed that a conductor or trainman accepting work train assignment will continue on the assignment until it is completed, unless he gives ten (10) days' notice by wire of his desire to leave it — the ten (10) days to take care of interrupted time, if it occurs.

Item No. 12—Ruling:

When a bulletin job does not go on within a reasonable time after the close of the bulletin, it is understood that the successful applicants may relinquish their rights under the bulletin, by giving ten (10) days' notice by wire. After an assignment has been properly made a vacancy is considered as relief work, and relief work is always subject to the conditions of the regular service.

Item No. 13—The matter of various rulings desired to be made effective by the Joint General Committee:

The Company declines to entertain any ruling which proposes to interfere with the operation of any schedule rule now in effect.

The above became effective April 3rd, 1930. Please advise all concerned to be governed accordingly.

W. G. CUNNINGHAM,
General Chairman, B. of R.T.

B. L. DALY,
General Chairman, O.R.C.

Rule (65):

Excerpt from Memorandum of Agreement with respect to payment of conductors and trainmen working out of Tyup, B.C.

It is agreed that effective December 1st, 1949, conductors and trainmen assigned to work out of Tyup, B.C. will be paid on the basis of terminal detention for service performed between Tyup and Deerholme. When two (2) or more round trips are made between Deerholme and points beyond, either north or south, before returning to Tyup, payment under the "Short Run" rule will apply only to the trip made to the most distant point, or, if all such round trips are of equal distance from Deerholme, the "Short Run" rule will apply only to the first trip. This will involve change in present basis of payment as indicated in the following examples:

Example (1):

Crew ordered at Tyup for 6:00K and run from Tyup to Deerholme, returned to Tyup, arriving latter at 8:50K; left Tyup again at 9:15K for Youbou, via Deerholme. Arrived Deerholme 9:30K, switched at Deerholme 9:30K to 9:40K, left Deerholme 9:40K, arrived Youbou 11:00K and departed from that point 14:30K, arrived Deerholme 15:40K, switched at Deerholme 15:40K to 16:35K, left Deerholme 16:35K, arrived Tyup 16:55K; off duty 17:45K.

Basis of Payment

Preparatory time 5:30K - 6:00K	30"
Switching and delay 6:00K - 9:40K	3' 40"
Turnaround time Youbou	
11:00K - 14:30K	3' 30"
Final switching and delay	
15:40K - 17:45K	2' 05"

9' 45"—122

Road mileage Deerholme to Youbou and return to Deerholme (actual 48)..	100
	<hr/>
	222 mi.

Example (2):

Crew ordered at Tyup for 6:00K and run from Tyup to Deerholme, returned to Tyup, arriving latter point 9:50K. Left Tyup 9:15K for Youbou via Deerholme, arrived Deerholme 9:30K, switched at Deerholme 9:30K to 9:40K, left Deerholme 9:40K, arrived Youbou 11:00K, left Youbou 14:30K, arrived Deerholme 15:40K, at which point crew turned around and made another trip to Youbou, leaving Deerholme 16:35K, arrived Youbou 17:55K, left Youbou 20:00K, arrived Deerholme 21:10K, switched at Deerholme 21:10K to 21:50K, left Deerholme 21:50K, arrived Tyup 22:10K; off duty 23:00K.

Basis of Payment

Preparatory time 5:30K - 6:00K	30"
Switching and delay 6:00K - 9:40K	3' 40"
Turnaround time Youbou 11:00K - 14:30K	3' 30"
Function switching Deerholme 15:40K - 16:35K	55"
Turnaround time Youbou 17:55K - 20:00K	2' 05"
Final switching and delay 21:10K - 23:00K	1' 50"
	<hr/>
	12' 30"—156 mi.
Road mileage round trip Deerholme to Youbou and return to Deerholme — (actual 48)	100
Road mileage second trip Deerholme to Youbou and return to Deerholme — (actual 48)	48
	<hr/>
	304 mi.

It is understood that this agreed-upon basis of pay will not establish a precedent, and will apply only to conductors and trainmen assigned to work out of T

This agreement shall remain in effect until revised or superseded on thirty (30) days' notice from either party.

For the Employees:
(Sgd.) P. R. LEWIS,
General Chairman,
Brotherhood of
Railroad Trainmen.

For the Railways:
(Sgd.) H. H. SPARLING,
General Manager.

(Sgd.) T. J. VINCENT,
General Chairman,
Order of Railway Conductors.

Winnipeg, Man., November 15, 1949.

Winnipeg, Manitoba

April 17th, 1949

File 834

cc 834

MR. L. C. MALONE,
General Chairman,
Brotherhood of Railroad Trainmen,
522 McIntyre Block,
Winnipeg, Manitoba.

**Re: List of Questions submitted by
B. of R.T. — Item No. 120**

Dear Sir:

Regarding List of Questions discussed with you on November 23rd last, and with particular reference to Item No. 120, which reads:

“Crews employed in yard service at Tyup, on eight (8) hours or longer, shall be allowed to rest if required in cases where they would be called for an immediate trip in road service.

'Purpose is to avoid excessive hours of service because of inability to take advantage of Rest Rule until return to Tyup.'

This is agreed to, and necessary instructions have been issued to all concerned.

Yours truly,
(Sgd.) W. C. OWENS,
General Manager.

Rule (66):

Winnipeg, November 15, 1945.

Our file: 8335-3

Our file: 8345-445

**Subject: Piloting service — Yale and
Ashcroft subdivisions**

MR. W. T. MOODIE,
General Superintendent,
Vancouver, B.C.

With respect to piloting service on Yale and Ashcroft subdivisions, effective immediately, and until further advised, the following arrangement will govern:

When pilots are furnished from Vancouver or Kamloops Jct. for the piloting of passenger trains, Article 1, Clause (i), Conductors' schedule, will be observed; in other words, the senior available freight conductor in either terminal will be called and, when necessary, will work through Boston Bar in both directions, remaining with such train to the meeting point with conductor-pilot belonging to the next subdivision.

When pilots are supplied from Vancouver or Kamloops Jct. for the piloting of freight trains, the oldest available conductor not assigned to regular car or run will be used, who will work through Boston Bar terminal to be changed off with the first pilot met in the opposite direction belonging to the next subdivision.

NOTE: This is not to be construed as coupling two (2) freight subdivisions for the purpose of defeating schedule provisions where terminal payments are provided for.

3. (a) When pilots are supplied from Boston Bar, passenger service, the senior available chain-gang conductor in Boston Bar, assigned on the subdivision where detour will begin, will be called, and will work through Boston Bar terminal, to be changed off with the first pilot met in the opposite direction.

(b) When pilots are supplied from Boston Bar, freight service, the oldest available unassigned conductor in Boston Bar, assigned to the subdivision where the detour will begin, will be called, and will work through Boston Bar terminal, to be changed off with the first pilot met in the opposite direction. Terminal payments to apply.

4. All such piloting service is subject to provision Rule 16, Article 5, Conductors' schedule.

(Sgd.) W. C. OWEN
General Manager.

Rule (67):

Clause (a)—Interpretation of Agreement:

Any question of interpretation of this agreement which may arise will be taken up by the General Chairman with the proper Officer of the Railway.

Clause (b)—Grievance Procedure:

A grievance concerning the interpretation, or alleged violation of this agreement, or an appeal against discipline imposed shall be processed in the following manner:

Where any provision of the agreement permits appeal to Officers of the Company, such Officers and the order of appeal shall be as set forth in this Clause (b).

Step 1—Presentation of Grievance to Immediate Supervisor

The employee and/or the Local Chairman may present the grievance either orally or in writing to the immediate supervisor.

Step 2—Appeal to Functional Department Head

The Local Chairman may appeal the decision in writing to the Superintendent of Transportation.

Step 3—Appeal to Area Manager

The Local Chairman and/or General Chairman may appeal the decision in writing to the Area Manager.

Step 4—Appeal to General Manager

The General Chairman may appeal the decision in writing to the General Manager.

Clause (c)—Final Settlement of Disputes:

A decision rendered under Step 4 of the Grievance Procedure shall be examined in joint conference by the Labour Relations Section of the Personnel and Labour Relations Department at System Headquarters and the General Chairman prior to appeal to arbitration.

The request for joint conference accompanied by the Brotherhood's contention and all relevant information shall be submitted in writing within sixty (60) calendar days from the date decision is rendered at Step 4 of the Grievance Procedure, otherwise the grievance shall become invalid.

A grievance which is not settled in such joint conference may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work. A request for arbitration

shall be made within sixty (60) calendar days from the date decision is rendered in writing by the Assistant Vice-President — Labour Relations, by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

The time limits specified in this Clause (c) may be extended by mutual agreement between the Assistant Vice-President — Labour Relations and the General Chairman.

Clause (d):

The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

**For the Brotherhood of
Railroad Trainmen:**

(Sgd.) H. C. WALSH,
General Chairman.

**For the Canadian National
Railway Company:**

(Sgd.) T. A. JOHNSTON
Assistant Vice-President -
Labour Relations.

Approved:

(Sgd.) G. C. GALE, Vice-President.

Signed at Montreal this 11th day of February, 1963

Rule (68):—Duration of Agreement:

This agreement is in full settlement of all issues raised by either party subsequent to November 1, 1963, and supersedes all previous agreements, rulings, practices and interpretations which are in conflict therewith. The agreement except as otherwise specified herein shall become effective on January 1, 1964, and shall continue in effect

until December 31, 1965, and thereafter subject to sixty (60) days' notice from either party of its desire to cancel or to revise same, which notice may be served at any time after November 1, 1965.

**For the Brotherhood of
Railroad Trainmen:**

(Sgd.) H. C. WALSH,
General Chairman.

Approved:

(Sgd.) G. C. GALE,
Vice-President.

(Sgd.) W. P. KELLY,
Vice-President.

**For the Canadian National
Railway Company:**

(Sgd.) T. A. JOHNSTONE,
Assistant Vice-President —
Labour Relations.

(Sgd.) W. T. WILSON,
Vice-President —
Personnel and
Labour Relations.

Witnessed at Montreal, Quebec this 19th day of February,
1964.

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SCHEDULE OF RATES AND RULES FOR AGGAGEMENTEN, FLAGMEN AND BRAKEMEN

Rearranged and Reprinted June 1, 1953

Rates effective April 1, 1952

Rearranged and updated to
July 1, 1966

CANADIAN NATIONAL RAILWAYS

Prairie and Mountain Regions

SCHEDULE OF RATES AND RULES FOR BAGGAGEMEN, FLAGMEN AND BRAKEMEN

ARTICLE 1

Rates and Rules for Passenger Trainmen

Clause (a):

Effective May 1, 1965	Per Mile	Monthly Guarantee
	¢	\$
Baggagemen	9.69	436.05 - 4500 miles
Brakemen	9.53	428.85 - 4500 miles

Baggagemen and brakemen making less than four thousand five hundred (4500) miles per month will include switching and detention to make up four thousand five hundred (4500) miles.

Ruling:

When switching is to be included, it is understood that only switching in connection with their train is to be considered.

Clause (b):

All mileage made in excess of four thousand five hundred (4500) miles per month will be paid pro rata.

Clause (c):

When the combined extra mileage of trainmen any regular run exceeds four thousand five hundred (4500) miles, an additional crew will be put on.

Clause (d):

Trainmen in passenger service will be paid initial terminal detention for all time required to be on duty prior to the time that train is ordered to leave, and also all time held at terminal until train actually leaves terminal.

Trainmen held at terminal points after arrival of train has been registered shall be paid for such time at overtime rates.

Trainmen on passenger trains required to accompany engines to or from shop tracks at Edmonton, Saskatoon and on trains from the west at Kamsack, will be paid for all time consumed at overtime rates with a minimum of twenty (20) minutes in addition to other payment. Trainmen performing this service will put in his wage ticket. At other points present practices will be continued.

Clause (e):

When a passenger train averages less than twenty miles per hour, overtime will be allowed pro rata on basis of twenty (20) miles per hour. This not to include time otherwise paid for.

Clause (f):

Freight or mixed trainmen running passenger train will be paid through freight rates, unless relieving passenger trainmen on their assigned runs when they

be paid at schedule rates per mile of the corresponding men relieved. Passenger trainmen will not be used off their assigned runs if freight trainmen are available. If used, they will be paid the same rate and on the same basis as freight trainmen.

Ruling:

It is agreed that since freight rates apply to crews handling official specials, trainmen in charge of such trains will be run over freight divisions only.

Clause (g):

One (1) baggageman and two (2) brakemen shall be employed on all passenger trains west of Edson, and one (1) baggageman and one (1) brakeman on all passenger trains east of Edson, except that on trains of eight (8) cars or more east of Edson an additional brakeman shall be used.

When second brakeman is used on account of train having eight (8) cars or more, he will go through to passenger terminal, except, when train is reduced to less than eight (8) cars, he may be returned in service from meeting point on first passenger train.

When a passenger train has cars to pick up enroute, which will increase its number to eight (8) or more, the second brakeman will be taken from the initial terminal or from an intermediate point to avoid violating this article.

When an additional brakeman is used he will be compensated at freight rates when the other members of the train crew are paid freight rates; and at passenger rates when other members of the train crew are paid passenger rates.

In manning of Rail Diesel (Budd) cars, the crew will be:

1—Single car service:

- (1) Conductor only, except that where checked baggage, royal mail or express is handled enroute, a baggageman will also be assigned.

2—Two, three and four car service:

- (1) Conductor and baggageman where checked baggage, royal mail or express is handled enroute.
- (2) Conductor and one (1) trainman where no checked baggage, royal mail or express is handled enroute.

3—More than four car service:

- (1) Conductor, baggageman and one (1) trainman when more than four (4) passenger-carrying cars and baggage, royal mail or express is handled enroute.
- (2) Conductor and two (2) trainmen when more than four (4) passenger-carrying cars and no baggage, royal mail or express is handled enroute.

4—Eight or more cars:

- (1) Conductor, baggageman and two (2) trainmen when baggage, royal mail or express is handled enroute.

Clause (h): (As adopted April 20th, 1923)

That as a substitute for Clause "h", Article 1, of the Canadian Northern Trainmen's Schedule, Article 1 of the Grand Trunk Pacific Trainmen's Schedule, and Article 1 of the Great Northern Trainmen's Schedule, shall be effective on Canadian National Lines West including

former Government Lines, insofar as disabled trainmen are concerned; when appointing baggagemen, passenger trainmen will be given preference; passenger trainmen not to be in line for promotion to conductor, disabled trainmen and yardmen to be placed as permanent baggagemen or passenger brakemen when his disability will permit. When a disabled trainman or yardman is to be placed as a baggageman or brakeman the disabled man's seniority as a brakeman or yardman will be advertised to the men in passenger service and the senior applicant will assume the disabled man's seniority as a brakeman or yardman but not as a conductor in freight or yard service. If the seniority of the disabled man dates prior to September 1st, 1920, he must be placed on his original position; if his seniority dates after September 1st, 1920, the disabled man will displace junior baggageman or brakeman on property where he received disability. This not apply in cases when the disabled man has received his disability through a benevolent claim. This does not prohibit the exchange of seniority in cases where it is mutually agreed by the parties to the exchange, and approved by a Committee provided for hereinafter. In any case where a question arises as to the extent of disability or merit of claim is doubtful, the decision will be made by a committee of three (3), consisting of the General Chairman and any two (2) members of the General Committee and approved by General Superintendent. Passenger brakeman or baggageman assuming seniority of disabled train or yardman will be allowed to qualify as conductor or yard foreman when he desires to do so. This is understood not to be retroactive.

Clause (i):

In the event of a passenger run becoming vacant, or new runs created for baggageman or brakeman, it will be advertised for fifteen (15) days and given to the oldest passenger trainman applying for it in order of seniority

on the lines west of Port Arthur, and if no passenger trainman applies for it, to the senior suitable freight trainman applying for it, and if no freight trainman applies for it, to the senior suitable yardman applying for it. Fifteen (15) days will be given to transfer. Yardmen accepting passenger service under this clause longer than fifteen (15) days will thereafter hold their rights in yard service.

A trainman making application for a bulletined passenger run will be required to take it if his seniority entitles him to same unless notice of withdrawal of application is forwarded either by Government registered mail or commercial telegraph, to the official to whom the application was sent, on or before the date of expiration of the bulletin, when the next senior applicant will be assigned. This is, however, not to interfere with the right of the trainman to take fifteen (15) days transfer.

A trainman who gives up his run, causing it to be advertised, will not be permitted to bid it in until it has been filled and again become vacant, unless he is the only applicant.

When a trainman receives a passenger run by bulletin out of the same terminal, he will be allowed to make two (2) trips on his original run before taking the assignment.

When the new run is at a distant terminal he will be allowed to make more than two (2) trips, so long as he takes up his new position before the expiration of fifteen (15) days or is on leave-of-absence.

Insofar as trainmen and baggagemen are concerned, all assigned passenger runs, whether or not appearing in the working time table, should be bulletined to the Pacific and Mountain Regions.

Ruling:

When passenger trainmen are displaced from a regular run, they may elect to work on any spare board they desire, provided, however, that they cannot go on to a spare board if they can hold a regular run working out of the same terminal. Should a passenger trainman place himself on a spare board, he must continue to do spare work until he again applies for and gets a regular bulletined run.

The only changes in a passenger run that will require the rebulletining of same are:

- (1) A change in the point of principal layover, or a change in one (1) or more terminals of the run.
- (2) A change in the departure or arrival time at home terminal of six (6) hours or more.
- (3) When average road mileage of assignment is increased or decreased three hundred (300) miles or more per month; this not to apply in case of a temporary disruption of service.

Trainmen in passenger service may lay off at the away-from-home terminal on their assignment if relief can be provided in accordance with Item 3, Book of Rulings and Article 5, Rule 26, Trainmen's schedule. When returning to service they will resume duty at the away-from-home terminal. Trainmen cannot lay off at an intermediate terminal on their assignment.

Clause (j):

All temporary runs or vacancies in first class service of thirty (30) days or more, will be bulletined for five (5) days to the General Superintendent's territory on which such run or vacancy originates, and five (5) days will be given to transfer.

When a temporary run or vacancy is filled by a trainman holding a regular permanent assignment, such assignment will be considered as temporary.

Under this rule when a baggageman lays off for less than thirty (30) days, senior trainman on General Superintendent's territory will have the privilege of taking over the run.

Clause (k):

Trainmen will not be required to clean coaches, but it will be their duty on trains on which train porters are not employed to keep the coaches in a tidy condition enroute.

Clause (l):

Any person performing the duties of train baggageman will be classed as train baggageman and receive pay as such. This is not to apply to cases where special arrangements have been made with foreign roads, and where their men run over the Canadian National Railways.

Clause (m):

When special passenger trains are operated which require uniformed crews, conductors and trainmen assigned to regular trains may be used to man such specials; it being understood that in such circumstances freight crews will handle the regular passenger trains and will be changed off at freight terminals, and that crews handling the special trains and freight crews handling the regular trains will be paid through freight rates.

Arrangements will be made by those in charge where no advantage is taken of this arrangement that regular passenger crews used to man special trains will not be allowed to become bunched at the away-from-home terminal, or held an excessive length of time at the point.

It should also be understood that this arrangement will only be permitted on such trains as in the interest of all concerned require uniformed crews.

Clause (n):

It is agreed that passenger conductors and trainmen bidding in regular passenger runs and having to go to the distant terminal for or to deliver their trains, will be paid deadheading for such trips to the extent of the mileage between the terminals of their assignment. This to apply both at the inauguration of and completion of the assignment.

Clause (o):

It is agreed that the present assignment of train crews, Trains 1, 2, 3 and 4, between Armstrong and Vancouver, will be continued in effect.

This is based on the understanding that where any interruption of traffic occurs, crews will be called out at home terminal and turnaround point in their turn, which will be the procedure of their regular assignment, regardless of designation of train to be handled.

When normal operation is resumed crews will adjust themselves to their regular assignment at the first opportunity.

It is agreed that present assignment of train crews 195 and 196 between Jasper and Prince Rupert will be continued in effect.

This is based on the understanding that where any interruption of traffic occurs, crews will be called out at home terminal and turnaround point in their turn which will be the procedure of their regular assignment.

When normal operation is resumed crews will adjust themselves to their regular assignment at the first opportunity.

NOTE: See Rule 74, Items 1, 8 and 11.

Clause (p):

Trainmen regularly assigned to passenger or mixed train service who are required to wear uniforms will be furnished with uniforms on payment of one-third ($\frac{1}{3}$) of the cost thereof. Other trainmen who are liable to be used in service requiring them to wear uniforms and who desire to avail themselves of such service may also obtain a uniform on payment of one-third ($\frac{1}{3}$) of the cost thereof. New uniforms will be supplied (on same cost basis) only when Assistant Superintendent or other officer is satisfied that new uniform is required.

ARTICLE 2

Rates and Rules for

Mixed and Way Freight Trainmen

Clause (a):

80 cars or less (including caboose)

Effective May 1, 1965 Trainmen, per mile 15.00

81 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Clause (b):

Trainmen assigned to runs, a portion of which are passenger and the balance mixed or freight, or both, will be paid a mileage rate for each class of train, but not less than the minimum passenger train rate.

Assignments, a portion of which are passenger and the balance mixed or freight, or both, should be bulletined only to the Freight Promotion District concerned, except when otherwise agreed with General Chairman concerned; this applies to both conductors and trainmen.

Clause (c):

Trainmen assigned to mixed trains will be paid for not less than twenty-eight hundred (2800) miles per month. When assigned trainmen do not make this mileage, overtime and time occupied while making up and putting away their own trains may be included as mileage up to an equivalent of twenty-eight hundred (2800) miles.

Clause (d):

Trainmen on mixed trains may run around chain gang trainmen to make up their mileage on their own branch lines.

Clause (e):

Mixed trains will have at least two (2) trainmen; one (1) trainman may be used to handle baggage, express and mail.

Clause (f):

Mixed and way freight trainmen on leave-of-absence for ten (10) days or more will be relieved by the senior freight trainman applying for it on the promotion territory.

Clause (g):

Trainmen will not be required to put freight in warehouses or sheds, except in cases of stress of weather or when the freight is perishable, or any exceptionally heavy piece. At all points where there are no agents, and shelter is provided, freight will be housed.

Clause (h):

All trains handling way freight will have at least two (2) trainmen, and on runs where the work is unduly heavy it will be lightened by using a smaller engine or an additional trainman.

Clause (i):

Trainmen will not be paid for performing work train service enroute unless time so occupied aggregates one (1) hour, in which case they will be paid at work train rates for the whole time so occupied. Such time not to be included in counting overtime.

Clause (j):

Way freight rates and conditions will apply to assigned switcher service.

NOTE: See Rule 74, Items 4 and 12.

Clause (k):

Rates of pay and working conditions applicable to trainmen on trains propelled by steam or other motive power in road switcher service operating on a turnaround basis within a radius of twenty (20) miles.

1. Trainmen assigned to road switcher service operating on a turnaround basis within a radius of twenty (20) miles from the point required to report for duty will be

compensated at a rate per day of \$2.50, effective May 1, 1965, in excess of the basic daily way freight rate. Trainmen may be run in and out and through their regularly assigned initial terminal without regard for rules defining completion of trips. Time to be computed continuously from the time trainmen are required to report for duty until time released at completion of day's work. Eight (8) hours or less shall constitute a day's work, and time in excess of eight (8) hours will be paid for on the minute basis at a rate per hour of one-eighth ($\frac{1}{8}$) of the daily rate.

2. Trainmen regularly assigned to road switcher service will be paid not less than the equivalent of twenty-six hundred (2600) miles at road switcher rates in any one month. When trainmen are assigned only a portion of a month, or trainmen are relieving on such assignments, the guarantee will be pro rated on the basis of the number of calendar days the assignment is in effect.

3. Trainmen who have been on duty twelve (12) hours will be entitled to eight (8) hours rest; the same to be granted by the dispatcher as soon as it can be arranged without delaying other trains that meeting points have been arranged with, before notice of rest required had been given. Trainmen will be automatically tied up for rest when conductor with whom they are working books rest and said trainmen shall not be entitled to compensation during rest period.

It is further agreed that the above road switcher rules supersede all previous agreements, rulings or interpretations which are in conflict therewith.

ARTICLE 3

Rates and Rules for Through Freight Trains

Clause (a):

80 cars or less (including caboose)

Lines east of Edmonton.

Effective May 1, 1965 Trainmen, per mile 14.44

Lines west of Edmonton except trains operating to, from and upon the Athabasca and Sangudo subdivisions.

Effective May 1, 1965 Trainmen, per mile 14.68

81 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Clause (b):

Trainmen with light engine and caboose will be paid through freight rates.

Clause (c):

Trainmen on snow plow and flanger trains will be paid through freight rates.

Where a plow or flanger is working on way freight trains, way freight rates will apply.

Under no circumstances will trainmen be required to ride in snow plow or flanger. When sending out a snow plow or flanger, a caboose or other suitable car will be provided for the accommodation of the trainmen, and two (2) trainmen will be used, and accommodation, where practicable, other than the caboose, will be provided for labourers.

Plowing or flanging side tracks will be paid for at the rate of twelve and one-half ($12\frac{1}{2}$) miles per hour in addition to pay for trip. Time so occupied will be deducted in computing overtime to avoid duplicate payment.

Ruling:

Flanging sidings to be paid for at way freight rates when flanger is handled on way freight trains.

Clause (d):

Trainmen will not be paid for performing work train service enroute unless time so occupied aggregates one (1) hour, in which case they will be paid at work train rates for the whole time so occupied. Such time not to be included in counting overtime.

Ruling:

It is understood that where trains other than regularly assigned work trains, perform work train service in motion between certain points between terminals, that the time occupied between such points in excess of an average speed of twelve and one-half ($12\frac{1}{2}$) miles per hour will be paid for at work train rates in addition to pay for trip. In computing overtime, such time paid for at work train rates will be deducted.

Example No. 1:

Train going from Winnipeg to Rainy River distributes ties between Paddington Junction and Lorette, a distance of twelve and one-half ($12\frac{1}{2}$) miles, leaves Paddington Junction 9:00K, arrives Lorette 10:45K. Crew will be paid forty-five (45) minutes at work train rates in addition to pay for trip.

Example No. 2:

Train going from Winnipeg to Rainy River unloads material between Giroux and Vassar, a distance of fifty (50) miles. Leaves Giroux 12:00K, arrives Vassar 17:30K. Crew will be paid one (1) hour and thirty (30) minutes at work train rates in addition to pay for train time.

The following will be considered as coming within work train service enroute rule:

1. Unloading cinders, ballast, ties and rails;
2. Loading and/or unloading work equipment such as bulldozer, draglines, etc.;
3. Unloading shims, frogs, switch points, switch stands, track spikes, rail anchors, tie plates, track bolts, crossing planks, bridge material, telegraph poles, cross arms, right-of-way fencing and culverts, where such material is shipped in car load lots, or combination of these items in car load lots.

NOTE: Unloading small quantities of such material from way freight cars will not be considered as work train service enroute.

The following will also be considered as work train service enroute:

Thawing out culverts;

Clearing rock slides and rock from right-of-way;

Rerailing cars;

Filling water barrels on bridges for fire protection;

Clearing cuts of snow where several back-up and forward movements are required at high speed to throw snow out of cuts.

The following items do not constitute work train service enroute:

Unloading ice;

Unloading coal at stations, water tanks, etc.;

Unloading sawdust;

Replacing knuckles, brassing car, packing or otherwise attending to hot boxes on own train;

Waiting while road repairmen repair bad order cars.

Clause (e):

Trainmen employed on through and way freight trains regularly set up, will be paid a minimum of three thousand (3000) miles and twenty-eight hundred (2800) miles, respectively, a month. Detention, switching and overtime may be used to make up these guarantees. Trainmen working only part of a month will be allowed not less than one hundred (100) miles for each day regularly set up.

This rule does not mean that three thousand (3000) and twenty-eight hundred (2800) miles a month is the maximum mileage that trainmen will be permitted to make.

Clause (f):

Trainmen in chain gang regularly set up will be run first-in first-out of terminal points on their respective sections. All such trainmen ready for duty so run around will be paid one hundred (100) miles for each run around, retaining their original standing on train board.

It will be understood that the first crew called out in unassigned service will take the engine first turned out in unassigned service.

In the application of Article 3, Clause (f) and Rule 25, Article 5, Trainmen in freight service and on spare boards will be called in their turn, based on the time pay

commences, for the trip or tour of duty, i.e., if two trainmen are required for 20:00K, one (1) in freight service (pay commencing at 19:30K) and one (1) in work service (pay commencing at 20:00K), first trainman out will be called for freight service and second trainman out will be called for work service.

Clause (g):

Through freight trains will have at least two (2) trainmen, but may be split when required to run sections of a passenger train.

Clause (h):

When it is necessary to reduce the number of trainmen regularly set up, it will be done in the order of seniority commencing with the junior man, even though he may be on a run acquired by bulletin.

Ruling:

This will not apply to men in unassigned service; they can hold work in unassigned service on the freight section to which they have assigned themselves.

Clause (i):

When a car is set up in unassigned service for one trip or more, it is a regular assignment in pool service. Trainmen shall be called for same in accordance with the rules applicable.

Clause (j):

When a regular chain-gang car is on the board and all members of the crew are off, and sufficient men are not available to man the car, it will be taken off at

held until the first regular man reports for duty, when it will be placed in service at the bottom of the board.

Clause (k):

Foreign crews arriving at a distant terminal in snow plow service should be allowed to return over the same route in snow plow service, or caboose hop, when available, regardless of their turn. They should also be allowed to return over the shortest route to their home territory in freight service if necessary, in which case, they would take their turn out of the terminal.

ARTICLE 4

**Rates and Rules for Work Train, Construction,
Helper, Pusher and Pile Driver Service.**

Clause (a):

80 cars or less (including caboose)

Lines east of Edmonton, including Athabasca and Sangudo subdivisions.

Effective May 1, 1965 Trainmen, per mile 14.44¢

Lines west of Edmonton except trains operating to, from and upon the Athabasca and Sangudo subdivisions.

Effective May 1, 1965 Trainmen, per mile 14.68¢

81 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Eight (8) hours or less, one hundred (100) miles or less, to constitute a day's work, overtime pro rata.

Clause (b):

Work trains will have at least two (2) trainmen.

Clause (c):

When work trains run forty (40) miles or more to or from loading or unloading point, they will be paid time or mileage, whichever amounts to the most, in addition to actual time loading or unloading.

In any case, where trainmen make more actual mileage than hours in any one (1) day, they will be paid on mileage basis.

It is agreed that:

1. First paragraph, Article 4, Clause (c), Trainmen's schedule and first paragraph, Article 4, Clause (c), Conductors' schedule, which rules are identical are read—

"When work trains run forty (40) miles or more to or from loading or unloading point, they will be paid time or mileage, whichever amounts to the most, in addition to actual time loading or unloading."

will be applied whether or not loading or unloading is performed in line with the following examples:

- (1) Ordered Fort Rouge for 6:00K. Departed 6:20K. Run Fort Rouge to Portage la Prairie, 52 miles. Arrived 10:00K.

Work service at Portage la Prairie 10:00K to 18:00K.
Off duty 18:00K.

Miles Paid

Fort Rouge. 6:00K - 6:20K (20")	4 miles
Run Fort Rouge to Portage la Prairie, 52 miles (3' 40")	52 miles
Work service at Portage la Prairie 10:00K - 18:00K (8')	100 miles
Total	<u>156 miles</u>

- (2) Ordered Fort Rouge 6:00K. Departed 6:10K.
Run Fort Rouge to Portage la Prairie, 52 miles, arrived 10:00K.
Work service at Portage la Prairie 10:00K to 12:00K (2'). Left Portage la Prairie 12:00K. Run to Brandon (80 miles).
Arrived 15:50K. Off duty 16:00K.

Miles Paid

Fort Rouge. 6:00K - 6:10K (10")	2 miles
Run Fort Rouge to Portage la Prairie, 52 miles (3' 50")	52 miles
Work service at Portage la Prairie 10:00K - 12:00K (2')	25 miles
Run Portage la Prairie to Brandon (80 miles) (3'50")	80 miles
Brandon 15:50K - 16:00K (10")	2 miles
Total	<u>161 miles</u>

- (3) Ordered Fort Rouge 6:00K. Departed 6:20K. Run to Portage la Prairie, 52 miles. Arrived 10:00K.
Work service at Portage la Prairie, 10:00K to 12:00K. Left Portage la Prairie 12:00K. Arrived Brandon (80 miles) 18:30K.
Off duty Brandon 19:00K.

Miles Paid

Fort Rouge. 6:00K - 6:20K (20")	4 miles
Fort Rouge to Portage la Prairie, 52miles (3' 40")	52 miles
Work service at Portage la Prairie, 10:00K - 12:00K (2')	25 miles
Run Portage la Prairie to Brandon (80 miles) (6'30")	81¼ miles
Brandon 18:30K - 19:00K (30")	6¼ miles
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Total	168½ miles

- (4) Ordered Nutana 6:00K. Departed 8:00K.
Run Saskatoon to Young (45 miles). Arrived 9:30K
Work service at Young 9:30K to 17:30K.
Run Young to Watrous, 17:30K to 18:00K.
Off duty 19:00K.

Miles Paid

Nutana. 6:00K - 8:00K (2')	25 miles
Run Saskatoon to Young (45 miles) (1'30")	45 miles
Work service at Young 9:30K - 17:30K (8')	100 miles
Run Young to Watrous 17:30K - 18:00K (30") (14 miles)	6¼ miles
Watrous 18:00K - 19:00K (1')	12½ miles
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Total	188¾ miles

- (5) Ordered Nutana 6:00K. Departed 8:00K.
Run to Allan (29 miles). Arrived 9:00K.
Work service at Allan 9:00K to 9:30K (30").
Left Allan 9:30K. Arrived Watrous 10:30K (30
miles).
Work at Watrous 10:30K - 18:00K (7'30").
Off duty 18:00K.

Miles Paid

Nutana. 6:00K - 8:00K (2')	25 miles
Run to Allan, 29 miles,	
8:00K - 9:00K (1')	29 miles
Work service at Allan	
9:00K - 9:30K (30")	
Run Allan to Watrous 9:30K - 10:30K	
(30 miles)	30 miles
Watrous 10:30K - 18:00K (7' 30")	94 miles
Total	178 miles

- (6) Ordered Watrous 6:00K. Departed 8:00K.
 Run to Young (14 miles). Arrived 8:30K.
 Work service at Young 8:30K - 16:30K (8').
 Run Young to Saskatoon (48 miles).
 Arrived 18:00K.
 Off duty 18:10K.

Miles Paid

Watrous. 6:00K - 8:00K (2')	25 miles
Run to Young 8:00K - 8:30K (30")	6¼ miles
Work service at Young 8:30K - 16:30K	100 miles
Run Young to Nutana 16:30K - 18:00K	
(1'30")	45 miles
Off duty Saskatoon 18:10K (10")	2 miles
Total	178¼ miles

- (7) Jasper. Ordered 7:00K.
 Jasper. Departs 7:20K caboose hop.
 Pit M.P. 23 Albreda Sub. Arrives 8:15K picks up loads.
 Pit M.P. 23 Albreda
 Sub. Departs 8:45K
 Morey (M.P.
 57.3) Arrives 10:15K picks up spreader and unloads between M.P. 58.0 and 61.0, leaving spreader at Morey.

Morey	Departs	12:45K	
Pit	Arrives	13:30K	sets out empties
Pit	Departs	14:00K	caboose hop.
Jasper	Arrives	15:00K	
Jasper	Off duty	15:15K	

Miles Paid

Jasper 7:00K - 7:20K (20")	4 miles
Jasper to Morey (7:20K - 10:15K)	
(2'55")	57 miles
Morey (10:15K - 12:45K) (2'30")	31 miles
Morey to Jasper (12:45K - 15:00K)	
(2'15")	57 miles
Jasper (15:00K - 15:15K) (15")	3 miles
Total	152 miles

(8) Jasper Ordered 7:00K

Jasper	Departs	7:15K	caboose hop
Pit M.P. 23.0			
Albreda			
Sub.	Arrives	8:10K	loading
Pit M.P. 23.0			
Albreda			
Sub.	Departs	10:10K	
Morey (M.P. 57.3)			
	Arrives	11:50K	picks up spreader and unloads between M.P. 58.0 and M.P. 61.0, leaving spreader at Morey.
Morey	Departs	13:30K	
Pit	Arrives	14:45K	set out empties.
Pit	Departs	15:00K	caboose hop.
Jasper	Arrives	16:00K	
Jasper	Off duty	16:10K	

Miles Paid

Jasper (7:00K - 7:15K) (15'')	3 miles
Jasper to Morey (7:15K - 11:50K)	
(4' 35'')	57 miles
Morey (11:50K - 13:30K) (1' 40'')	21 miles
Morey to Jasper (13:30K - 16:00K)	
(2' 30'')	57 miles
Jasper (16:00K - 16:10K) (10'')	2 miles
Total	140 miles

9) Pit M.P. 85.7

Ashcroft Sub.

Ordered 7:00K

Pit M.P. 85.7

Ashcroft Sub.

Departs 7:15K with loads.

Boston Bar

Arrives 8:30K

Boston Bar

Departs 9:00K waiting orders.

Trafalgar (M.P.

36.0 Yale Sub.)

Arrives 10:30K picks up spreader and unloads between the west switch, Trafalgar, and M.P. 39.0, turns at Hope (M.P. 40.2) setting out spreader at Trafalgar.

Trafalgar (M.P.

36.0 Yale Sub.)

Departs 13:00K

Boston Bar

Arrives 14:30K

Boston Bar

Departs 14:45K orders.

Pit Arrives 16:00K

Pit Off duty 16:30K

Miles Paid

Pit M.P. 85.7 Ashcroft Sub. (7:00K - 7:15K) (15")	3 miles
M.P. 85.7 Ashcroft Sub. to M.P. 36 Yale Sub. (7:15K - 10:30K) (3' 15").....	76 miles
M.P. 36 Yale Sub. (10:30K - 13:00K) (2' 30")	31 miles
M.P. 36 Yale Sub. to Pit M.P. 85.7 Ashcroft Sub. (13:00K - 16:00K) (3')	76 miles
Pit M.P. 85.7 Ashcroft Sub. (16:00K - 16:30K) (30")	6 miles
Total	<hr/> 192 miles

(10) Blue River

Ordered	7:00K	
Blue River		
Departs	7:20K	with loads
McMurphy (M.P. 37.4 Clearwater Sub.)		
Arrives	8:45K	picks up spreader
McMurphy		
Departs	9:10K	
Wabron		
Arrives	9:20K	unloads between west switch, Wabron and M.P. 42.5.
Wabron		
Departs	11:20K	
McMurphy		
Arrives	12:30K	sets out spreader
McMurphy		
Departs	12:50K	
Blue River		
Arrives	13:55K	
Blue River		
Off duty	14:30K	

Miles Paid

Blue River (7:00K - 7:20K) (20")	4 miles
Blue River to Wabron (7:20K - 9:20K) (2')	41 miles
Wabron (9:20K - 11:20K) (2')	25 miles
Wabron to Blue River (11:20K - 13:55K) (2' 35")	41 miles
Blue River (13:55K - 14:30K) (35")	7 miles
Total	<hr/> 118 miles

(11) Blue River
(M.P. 132.3)
 Ordered 7:00K
Blue River
 Departs 7:20K
Albreda (M.P.
91.5) Arrives 8:45K
Albreda
 Departs 9:00K given work orders
between Albreda and
Valemount distributes
O.C.S. material between
Albreda and Cedarside,
returning to Alberda.

Cedarside (M.P.
78.3) Arrives 11:00K
Cedarside
 Departs 11:20K
Albreda
 Arrives 12:00K
Albreda
 Departs 12:10K
Blue River
 Arrives 13:20K
Blue River
 Off duty 13:40K

Miles Paid

Blue River (7:00K - 7:20K) (20")	4 miles
Blue River to Albreda (7:20K - 8:45K) (1' 25")	41 miles
Work Albreda to Cedarside (8:45K - 11:20K) (2' 35")	32 miles
Cedarside to Blue River (11:20K - 13:20K) (2')	54 miles
Blue River (13:20K - 13:40K) (20")	4 miles
Total	<hr/> 135 miles

(12) Kamloops Jct.

Ordered	7:00K	
Kamloops Jct.		
Departs	7:20K	
C.P. Jct.		
(M.P. 3.5)		
Arrives	7:35K	waiting orders.
C.P. Jct.		
Departs	7:50K	
Falkland (M.P.		
47.3)	Arrives	9:00K distributes O.C.S.
		material between
		Falkland and Armstrong
		Jct.
Armstrong Jct.		
(M.P. 70.8)		
Departs	12:00K	
C.P. Jct.		
Arrives	14:00K	Register C.P.
C.P. Jct.		
Departs	14:15K	
Kamloops Jct.		
Arrives	14:30K	
Kamloops Jct.		
Off duty	14:40K	

Miles Paid

Kamloops Jct. (7:00K - 7:20K) (20")	4 miles
Kamloops Jct. to Falkland (7:20K - 9:00K) (1' 40")	47 miles
Falkland to Armstrong Jct. (9:00K - 12:00K) (3')	37½ miles
Armstrong Jct. to Kamloops Jct. (12:00K - 14:30K) (2' 30")	71 miles
Kamloops Jct. (14:30K - 14:40K) (10") ..	2 miles
Total	161½ miles

2. That portion of the aforementioned rule reading "When work trains run forty (40) miles or more . . ." will be interpreted to mean "forty (40) miles or more in one direction . . ."
3. Rule 16, Article 5 of the Trainmen's schedule and Rule 13, Article 5 of the Conductors' schedule, which rules are identical and read:

"Conductors/Trainmen doubling will be paid a minimum of ten (10) miles for each double, or actual mileage when this minimum is exceeded. This clause will apply in all cases where conductors/trainmen are required to double on account of inability of engine to handle the train. In cases where the double is made for other reasons or where it is necessary to assist other trains or for an engine to run for coal or water, and any member of the crew accompanies the engine, actual mileage run will be allowed the crew."

will not apply to work train crews.

Clause (d):

Trainmen assigned to work train service and held in that service will be paid on the basis of twelve and one-half (12½) miles per hour, computed from the time they come on duty until tied up, and will be paid for not less than one hundred (100) miles or eight (8) consecutive hours at work train rates for every working day so held, not including overtime lapping over from previous day.

Ruling:

Unassigned work train crews, including auxiliary train crews, will receive continuous time for the first two (2) calendar days, or forty-eight (48) hours, and will be paid thereafter on the basis of twelve and one-half (12½) miles per hour, computed from the time crew is ordered for until laid up, and not less than eight (8) hours, for every day so held.

Clause (e):

Trainmen on wrecking trains will be allowed actual mileage to and from wrecks, work train rates while working at same, and will be paid for not less than one (1) day's pay for such combined service.

Clause (f):

Trainmen assigned to work train service will not be considered absent from duty from the time work is through Saturday night until usual starting hour Monday morning, unless notified in writing before they are tied up on Saturday night that they will be required. If so notified and not used, they will be paid for five (5) hours at work train rates. Trainmen will be allowed to go home for Sunday if the train service will permit and it will not interfere with work train service. Work trainmen may

have the option of refusing to do through freight service between Saturday night and Monday morning.

Clause (g):

Unless senior trainmen desire otherwise, junior trainmen will be assigned to work train. A trainman, required to go out on initial trip of a regularly assigned work train, will be given sufficient time before leaving home to prepare for such service, twenty-four (24) hours being considered sufficient. This will not apply to a man relieving a regularly assigned trainman.

In the matter of filling work train assignments for which no applications have been received in response to the bulletin issued, the officer who issues the assignment bulletin will name the trainmen who are assigned on the position and will be governed as follows:

The junior trainman at or working out of the terminal on the date bulletin closes will be named. "The Terminal" means the terminal from which the assignment is started and from which relief would be supplied for the work train. If the trainman so named is not immediately available when the assignment commences, he must protect it as soon as he is available.

NOTE: The "junior trainman" means the senior man cut off spare board. If no cut off men available, the junior man on spare board will be assigned.

Trainmen assigned to work train service will not be transferred or used in other service during a continuance of the assignment by a temporary suspension of the assignment for less than three (3) days excepting that when a congestion of traffic occurs, which the unassigned trainmen on the territory are unable to handle, work train trainmen may be used for that purpose.

NOTE: See Rule 74, Item 13, sub-sections 11 and 12.

Clause (h):

When trainmen are temporarily sent out to perform work train service before the specified time for the bulletin to expire has elapsed, they will be paid for deadheading to the point of work and deadheading returning after the assigned men have arrived and taken over the assignment.

NOTE: See Rule 74, Item 13, sub-sections 5.

With the exception noted above of temporary deadheading when relieved by assigned men after expiration of the bulletin, an assignment will be considered as having been created when the bulletin is closed and all men engaged on the work will be considered as working an assignment regardless of whether they applied for the work or not.

When assignment has been created by bulletin, deadhead payments will be made to trainmen, deadheading to the assignment.

No deadhead payments will be made to trainmen deadheading from a work train assignment, with the exception that deadhead claims will be paid when the work covered by the assignment is completed or discontinued at a point on the subdivision other than the point at which the assignment started, in which case deadheading will be paid to the terminal for the subdivision.

Example "A"

Bulletin is issued to cover work train service at Oyen on the Oyen sub. Trainmen working out of Hanna are successful applicants. Work is started and completed at Oyen. Crew deadheads from Hanna to work at Oyen and return to Hanna after completion of work on their own time. No deadhead payments will accrue.

Example "B"

Bulletin is issued to cover work train service at Oyen on the Oyen sub. Trainmen working out of Hanna are successful applicants. Work is started at Oyen and completed at Kindersley. Crew deadheads from Hanna to work at Oyen on their own time — no deadhead payment will accrue. Crew deadheads Kindersley to Hanna on completion of work and deadhead payment will accrue.

Example "C"

Bulletin is issued to cover work train service at St. Brieux on the St. Brieux sub. Trainmen working out of Dauphin are successful applicants. Work is started and completed at St. Brieux. Crew will deadhead Dauphin to Humboldt to St. Brieux to start work and from St. Brieux to Humboldt to Dauphin on completion of work on their own time.

Example "D"

Bulletin is issued to cover work train service at Pathlow on the St. Brieux sub. Trainmen working out of Dauphin are successful applicants. Work is started at Pathlow and completed at Lake Lenore. Crew would deadhead from Dauphin to Humboldt to Pathlow on their own time — no deadhead payment would accrue. On completion of work at Lake Lenore crew would deadhead Lake Lenore to Humboldt to Dauphin. Deadheading would be paid for Lake Lenore to Humboldt. Crew would deadhead on their own time Humboldt to Dauphin.

No deadhead payments will accrue when trainmen deadhead to or from a work assignment for the purpose of relieving members of the crew as a result of exercising of seniority rights, mileage limitations or similar causes.

Deadheading in connection with the operation of detector cars will be treated the same as any other work train service deadheading.

Clause (i):

Manning Sperry or Rail Detector Car.

This equipment when in service or running light will be manned by a conductor and one (1) trainman.

The work referred to should be advertised to conductors and trainmen on their respective territories, and senior men applying should be assigned in accordance with the Merger Agreement.

Caboose will be supplied for the use of the men employed, and arrangements made to have cabooses sent ahead so as to be available for the men when they tie

ARTICLE 5

**Rates and Conditions for Trainmen to Apply to
All Classes of Service Unless Otherwise
Specified in This Schedule.**

Rule 1:

One hundred (100) miles or less, eight (8) hours less, to constitute a day, in through and irregular freight local freight, and mixed train service.

Rule 2:

When trainmen are called out, full crew governed by this schedule will be used.

Rule 3:

Trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

Rule 4:

When any train other than a passenger train averages less than twelve and one-half ($12\frac{1}{2}$) miles per hour, overtime will be paid at schedule rates on a basis of twelve and one-half ($12\frac{1}{2}$) miles per hour. Time to be computed from the time of departure of train until arrival at destination. In computing overtime, all mileage paid for, including doubling, will be allowed in the mileage, and unless otherwise provided herein, the time will not include time otherwise paid for.

Rule 5:

Trainmen in unassigned service held at other than their home terminal longer than sixteen (16) hours, without being called for duty, will be paid one-eighth ($\frac{1}{8}$) of the daily rate per hour (at the rate applicable to the service last performed) for the first eight (8) hours in each subsequent twenty-four (24) hours thereafter, time to be computed from the time crew goes off duty, until the time required to report for duty prior to the departure of the train on which they resume duty.

When men book rest of their own accord, time in excess of eight (8) hours so booked will not be included in computing time held away from home terminal.

Payments accruing under this rule shall be paid separate and apart from pay for the subsequent service or deadheading.

For the purpose of applying this rule, the Company will designate a home terminal for each crew in pool freight and unassigned service.

Rule 6:

Trainmen deadheading or travelling passenger will be paid at the same rates and mileage as earned by the corresponding trainmen working the train on which they travel, except a trainman deadheading to take a preference run or promotion to which he is entitled by change of time table or permanent vacancy, or when returning from same on account of being displaced by reduction of crews, or when deadheading to or returning from a point for relief work which he took at his own request will not be entitled to the deadhead mileage going or returning.

The trainmen first out will deadhead, and will start first out of those trainmen at the other terminal. Trainmen will not be required to abandon caboose except to run passenger or official trains, or unless it is the intention to return them deadhead on passenger, when the caboose would be an encumbrance, in which case trainmen will be advised number, date of, and departure of train they will be returned on before they are obliged to give up caboose. On any passenger train, other than a first class passenger train, caboose will be attached. This not to be construed as to force trainmen to give up caboose in order to deadhead them on passenger.

Ruling:

It is understood that terminal payments will not be allowed crews deadheading, except when such payments accrue after the time set for the departure of the train upon which the deadhead crew is to travel.

It is also agreed that the crew to be deadheaded will be called for the time at which it is expected the train upon which they are to travel should be ready to leave. The deadhead crew will have no claim under Article 3, Clause (f) for runaround. The time of the deadhead

crew ceases upon arrival at destination terminal, and any time earned by the working crew in yarding train, switching, etc., will not accrue to the men deadheading.

NOTE: See Rule 74, Item 14.

Example No. 1:

Crew (first out) called to deadhead on through freight from Dauphin to Winnipeg — 177 miles. Crew (second out) to work train called to start work at 7:00K, to leave at 9:00K. Deadhead crew called for 9:00K. Train leaves at 10:00K, arrives Winnipeg 22:00K. Times on duty: Working crew, fifteen (15) hours; deadhead crew, thirteen (13) hours. Following will be allowed:

	Crew Working (Miles)	Crew Deadheading (Miles)
2 hours terminal switching at through freight rates	25	
1 hour terminal detention, at through freight rates	12½	12½
Mileage Dauphin to Winnipeg, at through freight rates	177	177
	<hr/>	<hr/>
Totals	214½	189½

Example No. 2:

Crew (first out) called to deadhead on through freight from Dauphin to Winnipeg — 177 miles. Crew (second out) called to work train for 9:00K. Train leaves 10:00K, arrives Winnipeg 22:00K. Times on duty: Working crew, thirteen hours and thirty minutes (13'30"); deadhead crew, thirteen (13) hours. Following will be allowed:

	Crew Working (Miles)	Crew Deadheading (Miles)
Thirty (30) minutes preparatory time, at through freight rates	6¼	
One (1) hour terminal deten- tion, at through freight rates	12½	12½
Mileage Dauphin to Winnipeg, at through freight rates	177	177
	<hr/>	<hr/>
Totals	195¾	189½

Rule 7:

Train baggagemen and mixed and way freight brake-
men handling express in addition to baggage will be
paid:

Effective	Per Month
	\$

May 1, 1965	27.09
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except milk train between Vancouver and Hope, the
rate will be:

Effective	Per Month
	\$

May 1, 1965	34.83
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in addition to other compensation.

Men who work only part of a month on an assign-
ment will receive their due proportion of such monthly
allowance.

If express is handled less than five (5) trips per month on an assignment, the monthly allowance will not apply and an allowance will be paid as follows:

Effective	Per Trip
	\$
May 1, 1965	1.548

On short turnaround runs a round trip is to be considered a trip.

Rule 8:

Train baggagemen and mixed and way freight brakemen handling express, who are required to be on duty more than fifteen (15) minutes at beginning or end of trips, will be paid for all time held, handling express, at overtime rates. Terminal time paid for under any other rule will be deducted to avoid duplicate payment.

Rule 9:

Train baggagemen and mixed and way freight brakemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals, any sacks of Her Majesty's mail on runs which regularly handle same, will be paid therefor as follows:

Effective	Per Month
	\$
May 1, 1965	15.48

When a trainman on such a run works only part of a month, he will receive his due proportion of this amount, and the man or men relieving him will also receive their due proportion of same.

Trainmen who are only intermittently required to handle mail as described above, by reason of their being assigned to trains in pool, or other service, some of which

do not regularly carry mail, will be compensated therefor on the basis of:

Effective	Per Trip
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May 1, 1965	¢ .77
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with a maximum of:

Effective	Per Month
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May 1, 1965	\$ 15.48
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On short turnaround runs a round trip will be considered a trip within the meaning of this clause.

NOTE: See Rule 74, Item 13, sub-section 9.

Rule 10:

Trainmen required to load or unload way freight, or switch enroute, will be paid overtime at way freight rates for time so occupied, but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime. Trainmen will be paid way freight rate over the full trip if they load or unload way freight or switch at three (3) or more points, or a combination of three (3) of both. This is not construed to apply to through trains setting out or picking up cars belonging to their trains, unless a switch has to be made to spot cars which are set out; that is, cars set out of a train will be placed for loading or unloading, and this will not constitute switching unless the placing of same will necessitate the removal of car or cars from the track to which cars set out are destined. When picking up, and cars which are placed for loading must be respotted. The handling of water cars for other than train purposes will be by way freight trains; if by through freight trains way freight rates will be paid provided water is distributed at three (3) or more points.

NOTE: See Rule 74, Item Nos. 7 and 13, sub-section 1.

Example No. 1:

Leave A. 10:00K.

Switch or handle way freight at C. 11:15K to 11:30K
and at E. 12:30K to 12:45K.

Arrive G. 18:00K (Distance 150 miles.)

Allowed: 150 miles at through freight rates; 6 miles
at way freight rates.

Total 156 miles.

Example No. 2:

Leave A. 10:00K.

Switch or handle way freight at E. 11:15K to 11:45K.

Arrive G. 19:00K (Distance 150 miles.)

Allowed: 150 miles at through freight rates; 6 miles
at way freight rates.

Total 156 miles.

Example No. 3:

Leave A. 10:00K.

Switch or handle way freight at E. 11:30K to 12:30K.

Arrive G. 24:00K. (Distance 150 miles.)

Allowed: 150 miles at through freight rates.

12½ miles overtime at through freight rates.

12½ miles overtime at way freight rates.

Total 175 miles.

Example No. 4:

Leave A. 10:00K.

Switch load or unload way freight at E. 11:30K to
12:10K.

Arrive G. 20:00K.

Allowed: 150 miles at way freight rates.

Example No. 5:

Crew makes trip over subdivision A. to G.
Loads or unloads way freight at B.
Performs station switching at C.
Picks up cars necessitating a switch at D.
Allowed: Way freight rates for full trip.

Rule 11:

Trainmen required to load or unload way freight at terminal points will be paid at way freight rates for the time so occupied.

Rule 12:

Clause (a):

Trainmen switching or delayed at terminals or turn-around points will be paid for actual times so occupied at through freight rates. Excepting that trainmen required to perform yardmen's work in any one yard in excess of five (5) hours in any one day will be paid at yardmen's rates per hour for the actual time occupied. This time will be in addition to mileage or hours made on the trip.

Agents or yardmasters will issue tickets specifying time in this service, same to be forwarded to timekeeper with trip ticket.

Ruling:

Crews on assigned runs switching at bonafide terminals; Switching will be paid for at terminal points as specified in schedule.

Clause (b):

Through freight rates on the basis of twelve and one half (12½) miles per hour will be paid trainmen in

through freight service for all time occupied in switching at Canadian National Railway Junction points, and this time will be paid in addition to pay for trip. Such time will be deducted in computing overtime for the trip, and this switching will not be regarded as constituting switching at an intermediate point under Article 5, Rule 10.

Interrupted time of thirty (30) consecutive minutes or more preventing the continuance of switching operations will be deducted in computing time for switching at Canadian National Railway Junction points.

NOTE: See Rule 74, Item 13, sub-section 1.

Rule 13:

Clause (a):

Unassigned trainmen on short runs for round trip of seventy-five (75) miles or less, will be allowed actual hours or one hundred (100) miles. On round trip of over seventy-five (75) miles going and returning portions of trip to be split, giving overtime made in either direction.

Example No. 1:

Leave A. 7:00K. Arrive D. 9:00K. 35 miles.

Leave D. 10:00K. Arrive A. 12:00K. 35 miles.

Allowed: 100 road miles.

12½ miles at turnaround point.

Total: 112½ miles.

Example No. 2:

Leave A. 7:00K. Arrive D. 9:00K. 40 miles.

Leave D. 10:00K. Arrive A. 15:00K. 40 miles.

Allowed: 40 miles A. to D.

12½ miles at D.

40 miles D. to A.

22½ miles overtime D. to A.

Total: 115 miles.

NOTE: See Rule 74, Item 15, Re: Tyup, B.C.

Clause (b):

Trainmen may be assigned to suburban service (within a radius of ten (10) miles), the duration of which exceeds one (1) day, and will be paid for all time actually on duty, or held for duty. Eight (8) consecutive hours or less to constitute a day, overtime pro rata.

Rule 14:

Trainmen who come on duty and are afterwards cancelled, will be paid for time held on duty at through freight rates with a minimum of three (3) hours and stand first out.

Ruling:

It is understood that men performing work after coming on duty will be entitled to minimum day, and will stand last out. Taking engine from shop tracks to train yard will be considered work within the meaning of this clause.

Rule 15:

Trainmen called out to fit up a caboose will be paid for time so occupied with a minimum of three (3) hours at through freight rates.

NOTE: See Rule 74, Item 3.

Rule 16:

Trainmen doubling will be paid a minimum of ten (10) miles for each double, or actual mileage when this

minimum is exceeded. This clause will apply in all cases where trainmen are required to double on account of inability of engine to handle the train. In cases where the double is made for other reasons or where it is necessary to assist other trains or for an engine to run for coal or water, and any member of the crew accompanies the engine, actual mileage run will be allowed the crew.

NOTE: This rule does not apply to work train service.

Rule 17:

Trainmen required to switch industrial spurs enroute, of over one (1) mile in length, will be paid at the rate of twelve and one-half ($12\frac{1}{2}$) miles per hour as per class of service for all time so occupied in addition to pay for trip. Time paid for under this rule will be deducted in computing overtime to avoid duplicate payment.

Ruling:

It is understood that men switching industrial spurs of one (1) mile or more in length will not be paid therefor, unless such work is performed at a distance of one (1) mile or more from the main line.

Rule 18:

Trainmen of mixed or freight trains will be on duty at initial terminal thirty (30) minutes before time set for departure of train, and will receive pay for same at through freight rates.

Example:

If a crew is ordered for 8:00K, they will come on duty at 7:30 K, and will be paid from 7:30K, first preparing themselves for work in the preparatory time, and afterwards performing such duties as may be required of them during the thirty (30) minutes preparatory time.

Rule 19:

Trainmen acting as pilots will be paid the same rate of pay as the man running train.

Rule 20: (Deleted in Wage Movement 1962)**Rule 21:****Trainmen held off duty to attend Court or Coroner's Inquests on legal cases in which the Railway is involved.**

Trainmen held off duty by order of the Company's officials to attend court or coroner's inquests on legal cases in which the Railway is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation and paid as under:

(a) Trainmen in assigned service will be paid for actual time lost; when no time is lost they will be allowed hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the service in which usually engaged.

(b) Trainmen in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the class of service in which usually engaged. If trainmen lose their turn pay will be allowed for a full day of eight (8) hours or for actual time lost when such time can be clearly determined.

Actual reasonable expenses will be allowed when away-from-home terminal.

In the application of this Rule no allowance will be made for deadheading.

Any court witness fees and mileage will be assigned to the Company.

Rule 21A:

Held for Investigation or Railway Business

Trainmen held for Company's investigations and no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline) or on Railway business on the order of the Proper Officer, will be paid as under:

(a) Trainmen in assigned service will be paid for actual time lost; when no time is lost pay will be allowed hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the service in which usually engaged.

(b) Trainmen in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) on the basis of one-eighth ($\frac{1}{8}$) of the daily rate applicable to the service in which usually engaged, and if they lose their turn pay will be allowed for a full day of eight (8) hours or actual time lost when such time can be clearly determined. Men who lose their turn will take their standing on the board as from the time they are released.

Actual reasonable expenses will be allowed when away-from-home terminal.

In the application of this Article no allowance will be made for deadheading under Article 5, Rule 6.

Rule 22:

Clause (a):

Promotion of freight trainmen will be to conductors under each superintendent's jurisdiction, and will be made according to seniority of the trainmen and will be governed by merit, fitness and ability.

Clause (b):

Freight trainmen who have been in the Company's service as such, four (4) years, will be given an opportunity to qualify as conductors and will be given conductor's rank, if successful. Their written and oral examinations shall be held at their home terminals during the months of January and July, on dates designated by the examining officer.

Clause (c):

Trainmen will be notified in order of seniority when it is necessary to increase the force of conductors, in order that they may qualify for promotion. If for any reason they are not notified, they will not lose any rights under this rule, provided they can pass the required examinations. Trainmen not promoted in order of seniority, or if the examination is not satisfactory, will be advised the reason thereof in writing, and will have the right of appeal.

Clause (d):

Trainmen failing to pass the examination for conductors will be given another opportunity to pass at the expiration of ninety (90) days, and will not lose their seniority as trainmen. Trainmen promoted during the interval will rank senior to those who fail to pass.

Clause (e):

Inexperienced trainmen will have no seniority standing for the first six (6) months' service, after which they will rank as trainmen from the date they make their first pay trip.

Rule 23:

The promotion of trainmen will be from through freight to way freight, and from way freight to mixed.

When a man is reduced by reduction of crews, he may have the option of replacing a junior man on his promotion territory, although such man may have acquired the run by bulletin.

This will not apply to men in unassigned service if they can hold work in unassigned service at the terminal where the reduction has taken place.

Men who voluntarily reduce themselves for the purpose of taking the position of trainmen, which in their opinion appears to be preference, will not be allowed to displace trainmen who have obtained positions by bulletin, whether in work or other assigned service.

In the exercising of seniority account of reduction of staff, or for the purpose of filing on rearend positions, in accordance with other existing rules, all through freight service will be manned on seniority basis.

NOTE: See Rule 74, Item 17, Re: clearances.

Rule 24:

Any lines built or acquired will be manned by the trainmen on the promotion territory to which such lines are added, except that manning branch lines which connect up two (2) freight promotion territories, they will

be manned equally from the two (2) promotion territories so connected, in which case the trainmen transferred will rank according to their seniority with the trainmen on the territory to which they are transferred. All lines built or acquired east of the Red River (except Victoria Beach line) will be manned by trainmen from the first division, Manitoba District.

NOTE: It is understood that operating trainmen on acquired lines will not be displaced.

Rule 25:

In the event of transfer of lines from one Superintendent's division to another, the number of trainmen necessary to operate the lines transferred will be taken over with the lines. Trainmen will be allowed to transfer according to their seniority, and will rank with those on the territory to which they are transferred according to their seniority, but no man on that territory will be reduced in rank or taken off a regular run which he already holds, except in case of reduction in staff, when the junior man will in all cases be reduced. Trainmen will not be transferred from one promotion territory to another, except in case of shortage of men on that territory, when the junior men will be sent and must go, unless the senior men wish to go. Trainmen will be notified of such transfer at their home terminal.

Rule 26:

Spare trainmen will be run first-in first-out in their respective classes, and will be paid one hundred (100) miles for each time run around and will maintain their standing on the spare board, except:

(1) When a caboose or run is to be vacant for a period of ten (10) days or more, the senior man on the spare list will be entitled to said caboose or run.

(2) When a regular man lays off and does not give the Company forty (40) minutes' notice before train for which he is called is ordered to leave, in which to call the spare man entitled to the run, the most available spare man will be called and spare men run around under these circumstances will not be paid run arounds.

(3) The penalty features of this rule will not apply to spare trainmen who have less than six (6) months' experience.

(4) The Local Officers and Local Chairman will jointly regulate the spare board, so that the earnings of spare men will approximate not less than the equivalent of two thousand (2000) miles per month at through freight rates.

Ruling:

The forty (40) minutes' provision under exception (2) of this rule will not permit regular men to lay off on short notice except in cases of sickness or injury.

In the application of Article 3, Clause (f) and Rule 26, Article 5, trainmen in freight service and on spare boards will be called in their turn, based on the time pay commences, for the trip or tour of duty, i.e., if two (2) trainmen are required for 20:00K, one (1) in freight service (pay commencing at 19:30K) and one (1) in work service (pay commencing at 20:00K), first trainman out will be called for freight service and second trainman out will be called for work service.

It is agreed that in cases where a position is not known to be temporarily vacant for ten (10) days or more, a temporary vacancy will be created on the tenth day from the date the regular man last actually worked the position.

Example:

Trainman A arrives in home terminal 8:00K July 1st and is called for conductor's vacancy 22:00K July 1st, returns to home terminal 8:00K July 3rd, and is returned to his own car. At 16:00K July 3rd he files on a preference T.V. His regular position then becomes a T.V. on July 11th, which would be ten (10) full days from the last time he worked the position.

It is agreed that spare men will be returned from the away-from-home terminal as they were called from spare board at the home terminal.

Rule 27:

Freight trainmen will be assigned to regular subdivisions, and will be kept on those subdivisions, except in emergency on account of shortage of men or crews they may be required to go on another subdivision, in which case they must be changed off with the first unassigned trainmen on that subdivision met enroute.

Trainmen arriving at their own subdivision terminal when trainmen from another subdivision are about to be used, shall change off with said trainmen for the purpose of keeping trainmen on their own respective subdivisions, even though the trainmen about to be used have been called and started to work.

This rule will not be enforced when trainmen require rest.

Rule 28:

Trainmen will not be required to handle way freight at night or on Sunday, except trainmen on trains handling perishable freight, such as fresh meat, fruit, butter, eggs and liquids that are perishable, will load or unload such perishable freight at night or on Sundays, but will

not be required to load or unload other freight at stations where they may handle perishable freight during the prohibited hours.

All trains leaving terminal points between the hours of five (5) o'clock and ten (10) o'clock November 1st to April 1st, and all trains leaving terminal points between the hours of three (3) o'clock and ten (10) o'clock April 1st to November 1st, will not be considered night trains, and such trains will work as way freight through to destination of runs irrespective of the hours of reaching such destination.

It is understood that trainmen called for way freight service under this rule will not be called so as to be required to be on duty previous to three (3) o'clock and five (5) o'clock.

Rule 29:

Trainmen will not be compelled to handle cars in trains, the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or livestock that may become disabled enroute to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind caboose, other than official cars or flanger.

Rule 30:

Trainmen on arrival at terminals will not be called again for immediate duty if they want rest, the trainman to be judge of his own condition, but eight (8) hours is to be considered sufficient, except in extreme cases. Required rest must be booked on arrival, and will be given complete before being called. When a trainman books rest, the caboose will not be sent out until rest period has expired. Under the above provision trainmen

will not be permitted to book less than five (5) hours' rest.

NOTE: See Rule 74, Item 16. Re: Tyup, B.C.

Rule 31:

Trainmen who have been on duty twelve (12) hours will be entitled to eight (8) hours rest; the same to be granted by the dispatcher as soon as it can be arranged without delaying other trains that meeting points have been arranged with, before notice of rest required had been given. Trainmen will be automatically tied up for rest when a trainman and/or conductor with whom they are working book rest. Trainmen shall not be entitled to compensation during rest period.

Rule 32:

At terminal points where carmen are employed, they will couple hose and test air. Trainmen will render assistance to carmen when same will avoid delay to trains.

NOTE: See Rule 74, Item 6.

Rule 33:

At terminal points trainmen will not be required to carry chains, knuckles, brasses or other supplies between their cabooses, baggage cars or storehouses. Trains arriving at terminal with cars chained up, or emergency knuckles in use, will have same returned to them, or new ones supplied. Stores for passenger crews will be placed at or near passenger station.

Rule 34:

Arrangements will be made between superintendent and local committee to supply cabooses with suitable coal at terminals.

Rule 35:

Trainmen will be allowed to take a reasonable amount of ice for use in cabooses at terminals where ice is kept.

Rule 36:

Trainmen will not be required to water stock enroute except in case of emergency. Trainmen will not be required to fill water barrels or water cars except for domestic purposes, and when done at three (3) or more points, way freight rates will be allowed for entire trip.

"Emergency" means train delayed between terminals on account of wrecks, washouts, engine failure or other unavoidable causes.

Rule 37:

A caboose track will be provided at terminals. It is understood that switching operations will not be performed with cabooses.

Ruling:

It is agreed that prompt action will be taken with the view of eliminating cause which has given rise to complaints regarding the rough and frequently unnecessary handling of cabooses at terminals. Our instructions contemplate that cabooses will be placed on caboose track as soon as practicable after arrival in yard.

Rule 38:

Repair cars moved forty (40) miles or less will be handled on head end of train.

Rule 39:

Freight trainmen may be assigned to transfer freight, mixed and local service between Port Mann and Van-

couver, and will do all industrial and other switching at Vancouver and make up and set out their own trains at Port Mann. One hundred (100) miles or less, eight (8) consecutive hours or less, to constitute a day's work.

Trainmen to be paid not less than the following:

Per calendar month

\$431.38

Effective

May 1, 1965.

All time in excess of two hundred and twenty-four (224) hours in any one (1) month to be paid as overtime pro rata.

When switching and industrial work at Vancouver becomes heavy enough to warrant installing a yard crew, yardmen will be assigned, and trainmen provided for under this rule will not be permitted to do switching at Vancouver except to make up and set out their own trains.

Rule 40:

It is not the desire or intention to establish the practice of doubleheading engines on freight trains.

Doubleheaders may be run in case of storms, accidents, to avoid running engines light, moving engines to and from shops, or from one division to another, or to consolidate with another train on which the engine has been partly disabled, and in all such cases the tonnage shall not exceed the tonnage of the largest engine attached over the division. The maximum number of cars handled, exclusive of caboose, will be thirty-five (35). Way freights will not be doubleheaded.

It is understood under this clause that two (2) engines under steam will be considered doubleheaders.

Rule 41:

Helping engines may be used to assist trains over the following grades, and at such points as may be arranged from time to time between the General Superintendent and the General Committee without the revision of this schedule.

MANITOBA DISTRICT

Redditt to Farlane.
Shabaqua to Mabella.
Sprague to South Junction.
Leary's to Cardinal.
Roblin to Makaroff.
Kamsack to Verigin.
Humboldt to St. Gregor.
Carberry Junction to Neepawa.

SASKATCHEWAN DISTRICT

Lumsden to Regina.
Lumsden to Disley.
Saskatoon to top of hill, both ways.
Prince Albert to Clouston.
Prince Albert to Davis.
Moose Jaw to top of hill, both ways.
Elbow to top of hill, both ways.
Kindersley to Beadle.

ALBERTA DISTRICT

North Battleford to top of hill west.
Drumheller to top of hill, both ways, but not further than Delia eastbound.
Battle Junction to top of hill, both ways.
Edson to Bickerdike.
Leyland to Luscar.

BRITISH COLUMBIA DISTRICT

Port Mann to Still Creek.

Vancouver to Still Creek.

Bostock Junction to Monte Lake.

Armstrong to Monte Lake.

Rule 42:

Freight trainmen living within two (2) miles of yard office, and passenger trainmen living within two (2) miles of passenger station, will be called sufficiently in advance to be on duty the required time before leaving time of train. Caller will be furnished with a book in which will be registered time train leaves, and in which they will sign their names, and calls will be made as nearly as possible two (2) hours before the departure of train.

Ruling:

Trainmen of passenger and mixed trains timed to leave passenger station between the hours of eight (8) o'clock and twenty-two (22) o'clock will not be called.

The callers now employed at Kamloops City will be continued in service until occasion therefor has been removed.

Rule 43:

Trainmen assigned to regular runs will not be required to stop in caboose at terminal points, and unless they are advised that they will be required before their regular run, will not be considered absent from duty if required and not on hand. Trainmen will leave their proper addresses at terminals, and should they be absent from their regular residence they will leave word where they can be found if required.

NOTE: See Rule 74, Item 9.

Rule 44:

Trainmen assigned to regular trains will not be required to do other work than that to which they are regularly assigned, except in case of wrecks, when no other trainmen are available.

Rule 45:

One (1) trainman on each train must be competent and have at least six (6) months' experience as a trainman. Objections or charges made against any trainman shall be in writing, and must state clearly and fully the reasons for filing such objections or charges. An investigation will be held before any decision is rendered or action taken, and if charges are not proven, the man against whom charges were made will be paid for time lost, if any.

Rule 46:

No trainman will be discharged on account of past record after sixty (60) days from date of entering the Company's service.

Rule 47:**Discipline**

No trainman will be disciplined or dismissed until the charges against him have been investigated; the investigation to be presided over by the man's superior officers. He may, however, be held off for investigation not exceeding three (3) days, and will be properly notified of the charges against him. He may select a fellow employee to appear with him at the investigation, and he and such fellow employee will have the right to hear all the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on his re-

sponsibility, questions and answers will be recorded. He will be furnished with a copy of his statement taken at the investigation. The employee will be advised in writing of the decision within twenty (20) days from the time investigation is completed except as otherwise mutually agreed. If not satisfied with the decision he will have the right to appeal within thirty (30) days from the date he is notified thereof. On request, the General Chairman will be shown all evidence in the case. In case discipline or dismissal is found to be unjust, he will be exonerated, reinstated if dismissed, and paid a minimum day for each twenty-four (24) hours for time held out of service as schedule rates for the class of service in which he was last employed. When trainmen are to be disciplined, the discipline will be put into effect within thirty (30) days from the date investigation is completed.

It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable. Trainmen will not be held out of service pending rendering of decision except in cases of dismissable offences.

Rule 48:

When a trainman is discharged or resigns, he will, as soon as possible, be paid, and given a certificate, on request, stating time of service and in what capacities he was employed.

Rule 49:

No fines will be imposed on trainmen.

Rule 50:

Trainmen required to work on construction lines will be governed by rules and rates of pay governing the trainmen on the Canadian National Railways.

NOTE: See Rule 74, Item 13, sub-section 8.

Rule 51:

A trainman who, with proper consent, temporarily works for the Construction Department, and is turned in by that department, will have the right to place his case before the proper officials of the Operating Department, who will immediately institute enquiries, and if evidence obtained shows that dismissal is not warranted, he will be returned to the service.

Rule 52:

Trainmen entitled to regular work in road service will lose their seniority standing after thirty (30) days' service in any other class of work, except by special arrangement with the Superintendent and local committee, and in cases where trainmen accept positions with the Brotherhood of Railroad Trainmen.

Rule 53:

Men who are discharged and not re-employed within six (6) months will be regarded as new men, except that a man who has been discharged more than six (6) months may be reinstated when such action has been sanctioned by the General Superintendent and General Committee.

Rule 54:

Trainmen Laid Off

A trainman who is laid off will be given preference of re-employment when staff is increased on his seniority and promotion district and will be returned to the service in order of seniority.

A laid off trainman who desires to return to the service when work is available for him must keep the proper

officer advised of his address, in writing, in order that he may be readily located.

A laid off trainman who is employed elsewhere at the time he is notified to report for duty may, without loss of seniority, be allowed thirty (30) days in which to report, providing:

- (1) that it is definitely known that the duration of the work will not exceed thirty (30) days;
- (2) that other laid off trainmen are available;
- (3) that written application is made to his superior officer immediately on receipt of notification to resume duty.

A laid off trainman who fails to report for duty, or to give satisfactory reason for not doing so, within fifteen (15) days from date of notification, will forfeit all seniority rights.

NOTE: See Rule 74, Item 17. Re: Clearances.

Rule 55:

Superintendent or Trainmaster on each district will, on request, furnish the Chairman of Local Committee each month with the names of all men promoted to conductor, or hired as brakemen during the month, giving dates. Such names will be added to the seniority list, which will be kept in a conspicuous place at each terminal. Any man desiring to protest his rating, or the absence of rating, must do so within sixty (60) days from the date names are posted; otherwise his protest will not be considered.

Rule 56:

Leave-of-Absence and Protection of Seniority

(a) For Brotherhood Reasons:

Elective

- (i) Employees elected to Grand Lodge Office or as a General or Local Chairman, or as a delegate to any Brotherhood activity requiring leave-of-absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave-of-absence was granted. Application for, or renewal of such leave must be made by the Brotherhood to the Vice-President of the Region on which the applicant is employed. Pass transportation will be granted in accordance with Company policy.

Appointive

- (ii) Leave-of-absence to appointive Brotherhood positions such as Special Representative and Organizer, may be granted at Management's discretion, for a period not in excess of one (1) year, in accordance with Company policy.

(b) For Other Reasons:

Leave-of-absence for other reasons, including personal, for a period not in excess of one (1) year, may be granted at Management's discretion in accordance with Company policy.

- (c) All applications for leave-of-absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate Officer of the Company in sufficient time to permit relief arrangements being made. Authorization for leave-of-absence must be obtained in writing.

- (d) Extension of leave-of-absence may be granted when supported by application in writing to the appropriate Officer of the Company. Such applications must be received in ample time to obtain authorization, or, if authorization is not granted, to enable the employee to return to work at expiration of his leave. Failure to ob-

tain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit all seniority rights.

(e) Employees on authorized leave-of-absence, filling excepted positions as Company Officers, other non-schedule positions, or positions as yardmaster or assistant yardmaster with the Company, will retain and accumulate trainmen's and yardmen's seniority rights.

Resuming Duty after Leave-of-Absence:

(f) Assigned employees returning to duty from leave-of-absence must report their availability for duty at least five (5) hours in advance of the time of resuming their regular assignment. Employees will not be allowed to resume duty unless they have complied with the requirements of this rule. Employees who signify at the time leave-of-absence is granted that they will resume duty as of a given time and date, will be considered as having complied with this rule.

(g) If at the time a trainman reports for duty after having booked off or upon returning from a leave-of-absence, his car has made more than one (1) round trip away from home, or has been more than forty-eight (48) hours in work train service, he may be allowed to deadhead on his own time to take the car, and the trainman displaced will not be paid for deadheading.

Rule 57:

All freight and mixed trains handling five (5) or more heated cars, or seven (7) or more coaches, or three (3) and five (5) combined, between the months of November and March, inclusive, will be allotted a man to attend to the heaters.

Rule 58:

Trainmen will have the opportunity of having meals at a reasonable hour by previously advising dispatcher.

Rule 59:

Trainmen will not be held away from home terminal to make more than two (2) round trips in turnaround service.

In event of trainmen standing first out after having made two (2) turnaround trips at the away-from-home terminal and the third trip is to be made, they may elect whether or not they will make the third trip or require trainmen standing behind them to do so, but when exercising this right Clause (f) of Article 3 will not apply.

Rule 60:

Conductor on completion of trip will complete time return for himself and trainmen and submit same to the proper Officer of the Railway.

Where there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed, and the trainman advised within sixty (60) calendar days from the date of receipt of ticket regarding the portion which is not allowed together with reason why not allowed, otherwise such claim will be paid. In cases where all time or mileage claimed on any time return is disallowed such time return will be within sixty (60) calendar days returned to the conductor or trainman through the proper Officer of the Railway, otherwise such claim will be paid.

A claim for compensation not allowed must be presented in writing by the trainman, or his accredited representative to the proper Officer of the Railway within

sixty (60) calendar days from the date he was advised the claim was not allowed, otherwise such claim becomes invalid.

Claims made within the prescribed time limits when disallowed may be progressed with the higher Officers of the Railway in their proper order on appeal in writing within sixty (60) calendar days from the date of each notification of declination. Decision on the appeal shall be rendered within sixty (60) calendar days from the date claim is received by the Officer to whom appeal is made.

The decision by the highest Officer designated by the Railway to handle claims shall be final and binding unless within sixty (60) calendar days from the date of such Officer's decision such claim is disposed of on the property or proceedings instituted for the final disposition of the claim by the trainman, or his accredited representative and such Officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the sixty (60) calendar day period herein referred to.

NOTE: See Rule 74, Item 10.

Rule 61:

No assignments will be made except by bulletin or timetable. In the event of no application being received for a run that is bulletined, the junior men entitled to regular work will be compelled to take the assignment.

To eliminate the necessity for issuance of a number of bulletins, six (6) days will be allowed for trainmen to file on a vacancy or open job in freight service. This will avoid the condition where certain positions might be almost constantly under bulletin if schedule is strictly adhered to. The intent of this arrangement is that after six (6) days trainman working the position will be en-

titled to same and confirmed as if he had received position by bulletin. This will, of course, apply only between trainmen assigned in terminal where the vacancy occurs.

The junior man to mean senior man cut-off spare board. If no cut-off men available, the junior men on spare board shall be assigned.

NOTE: See Rule 74, Item 13, sub-section 11 and 12 and Item 18.

When a crew arrives at an away-from-home terminal on a mixed or passenger assignment and the assignment is abolished, the crew may be returned to their home terminal, handling caboose and deadhead passenger equipment. Only the equipment used on the assignment will be handled, and no other service will be done on the return trip.

It is agreed that positions of men who move to newly created positions, permanent vacancies or temporary vacancies in freight and work train service will be filled from the spare board until the man moving is definitely established as provided in the six-day rule.

Rule 62:

Trainmen will not be required to brass a car of Company's or construction material, unless perishable freight, except to insure safe movement to station where it can be set out; nor to pick up cars on line that need brassing.

Rule 63:

A trainman displaced will be notified in sufficient time to permit removal of his personal effects from caboose.

NOTE: Failure, after due effort, to find man for purpose or notifying him of being bumped, will

not be justification for claim for compensation.

Rule 64:

Trainmen held for other service than that to which assigned and not used will be paid for time lost at schedule rates.

Rule 65:

Trainmen will not be required to load or unload grain doors in car lots, or to load or unload grain doors in smaller quantities, except in cases of emergency, when they may be required to load and unload, in way freight service, not more than twenty (20) sections in one (1) trip.

Rule 66:

When there is a surplus of trainmen on one division of the railroad and a shortage on another, the surplus trainmen will be transferred to the portion of the railway where the shortage exists, for the purpose of giving them employment and to avoid employing new men, and will rank ahead of inexperienced trainmen who have less than six (6) months' rights on that division.

Such trainmen will be promptly returned to their home division as soon as there is work there for them, unless they desire to remain on the division to which they were temporarily transferred, in which event they will be permitted to do so (unless there is a surplus of men on that division), and their seniority on that division shall date from the day that they made their first trip on the division to which transferred.

Under this rule it is incumbent upon surplus trainmen to accept temporary transfer to the division where short-

age of trainmen exists. Men transferring under this rule will not be entitled to deadhead mileage.

Trainmen temporarily transferring to another District, and electing to remain on that District, must do so within six (6) months from date of first pay trip. Failing to do so, their seniority on the District to which they transfer will be as of the date acknowledged request is made to transfer.

Rule 67:

The following stations constitute terminals within the meaning of the term, and may be eliminated or added to by giving the General Chairman fifteen (15) days' notice in writing and bulletining same on division affected over the signature of the General Superintendent of the District.

MANITOBA DISTRICT

Atikokan	Kipling
Armstrong	Kelvington
Brandon	Neebing
Belmont	Neepawa
Beulah	Port Arthur
Churchill	Rainy River
Dauphin	Redditt
Deloraine	Rivers
Flin Flon	Russell
Fort Frances (Passenger Terminal only)	Swan River
Fort Rouge	Steep Rock
Gillam	Sherridon
Gypsumville	Sioux Lookout
Hodgson	Transcona
Humboldt	The Pas
Hudson Bay	Victoria Beach
Kamsack	Virden
	Winnipeg
	Wabowden

SASKATCHEWAN DISTRICT

Arborsfield	Melville
Biggar	Neidpath
Big River	Northgate
Carrot River	North Battleford
Dunblane	Prince Albert
Estevan	Radville
Hudson Bay	Regina
Humboldt	Riverhurst
Kindersley	Rivers
Kipling	Russell
Loverna	Saskatoon
Main Centre	St. Walburg
Lampman (for Brandon crews only)	Watrous
	Willowbunch

ALBERTA DISTRICT

Alliance	Kindersley
Athabasca	Mirror
Big Valley	Mountain Park
Biggar	North Battleford
Brazeau	St. Paul
Calgary	Vermilion
Edmonton	Vegreville (for
Edson	Calgary 3rd
Grand Centre	District crews)
Hanna	Wainwright
Jasper	Whitecourt

BRITISH COLUMBIA DISTRICT

Blue River	Prince George
Boston Bar	Pacific
Endako	Prince Rupert
Jasper	Smithers
Kamloops Junction	Tyup
Kelowna	Vancouver
McBride	Victoria (Point
Port Mann	Ellice)

NOTE: The limits of Winnipeg Terminals will be the east switch at Paddington, and the west switch at Portage Junction.

The limits of Port Arthur yard will be the Port Arthur Passenger Station and the west switch Fort William "Loop". Switching performed between west switch at Mount and west switch Fort William "Loop", will be paid for under terminal time rule.

The limits of Rainy River yard will be the east switch at Rainy River and the west switch at Baudette.

The limits of North Regina yard will be Dewdney Street and north switch at North Regina yard.

Qu'Appelle Junction would be considered the terminal limit for Qu'Appelle subdivision crews, but that insofar as Lewvan subdivision crews are concerned, general clause as quoted under Rule 67 would be applicable.

The limits of Saskatoon yard will be Twenty-fifth Street and Nutana, and the Government Elevator switch on the Kindersley subdivision. Except that the terminal limits for Delisle subdivision trains will be at the switch to the Quaker Oats plant, and switching at the Government Elevator switch will be paid for under terminal time rule. Switching at North Saskatoon will be paid for under terminal time rule.

The limits of Dauphin yard will be the west switch at west yard and the east switch at east yard. Delays to eastbound trains at North Junction will be paid for under terminal time rule.

The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension of industrial activities and territorial extension of facilities, must be recognized.

The present switching limits will be designated by general notice at all points where yard engines are as-

signed and will only be changed by negotiations between the proper Officer of the Company and the General Chairman. The concurrence of the General Chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

NOTE: It is understood that at terminals other than those specified above, when a train can head into a clear track, or pull ahead and back into a clear track and get engine away without delay, terminal time will not apply.

NOTE: See Rule 74, No. 13, Ques. Nos. 3 and 7.

Rule 68:

Permanent freight and mixed promotion territories will be as under:

Promotion District No. 1:

SUBDIVISIONS

Allanwater	Oak Point
Carberry	Pine Falls
Carman	Pleasant Point
Fort Frances	Quibell
Gladstone	Rapid City
Graham	Rhein
Harte	Ridgeville
Inwood	Rosburn
Kashabowie	Sprague
Letellier	Steep Rock
Miami	Ste. Rose
Minaki	Tonkin
Miniota	Touchwood
Neepawa	Victoria Beach
Oakland	Wakopa
	Yorkton

NOTE: Includes Port Arthur, Belmont and Watrous.
Does not include Armstrong.

Promotion District No. 2:

SUBDIVISIONS

Aberdeen	Gravelbourg
Amiens	Hartney
Arborefield	Herchmer
Asquith	Lampman
Assiniboine	Langham
Avonlea	Lewvan
Beechy	Main Centre
Bengough	Margo
Bienfait	Meskanaw
Big River	Northgate
Blaine Lake	Paddockwood
Brooksby	Preeceville
Carlton	Qu'Appelle
Central Butte	Riverhurst
Chelan	Rosetown
Conquest	Sherridon
Corning	St. Brieux
Cowan	Thicket
Craik	Tisdale
Cromer	Togo
Cudworth	Turnberry
Duck Lake	Wawanesa
Elrose	Weyburn
Erwood	Whitebear
Flin Flon	Winnipegosis
Glenavon	Wekusko
Govel	

NOTE: Includes Brandon and Dauphin.

Promotion District No. 3:

SUBDIVISIONS

Acadia Valley	Hatherleigh
Alliance	Kingman
Athabasca	Mantario
Battleford	Oyen
Blackfoot	Porter
Bolney	Red Deer
Bodo	Robinhood
Bonnyville	Sangudo
Brazeau	Sheerness
Camrose	Spondin
Coronado	Stettler
Cutknife	Three Hills
Demay	Turtleford
Doddsland	Unity
Drumheller	Vegreville
Endiang	Viking
Haight	

NOTE: Includes Biggar, North Battleford, Kinders
and Edmonton Terminals.

Promotion District No. 4:

SUBDIVISIONS

Albreda	Mountain Park
Ashcroft	Nechako
Brule	Okanagan
Bulkley	Skeena
Clearwater	Telkwa
Cowichan	Tete Jaune
Foothills	Tidewater
Fraser	Wabamun
Lumby	Yale
Luscar	

Passenger Service:

Passenger promotion territory includes all lines west of Port Arthur and Armstrong, including Port Arthur but excluding Armstrong.

NOTE: By arrangement between General Superintendent and General Committee, this rule can be changed without the revision of this schedule, and for promotion purposes the second and third divisions, central district, may be considered as one promotion territory.

Rule 69:

The word "Trainman" in this schedule shall apply to baggagemen, brakemen and flagmen.

Rule 70:

A trainman taken out of service on account of imperfection of sight or hearing will have an opportunity of re-examination in the presence of representatives of the Company and Organization, before an Ear or Eye Specialist satisfactory to both parties, and if the Specialist finds his sight or hearing to be within the requirements of the Board of Transport Commissioners, he will be reinstated and paid for time lost.

Rule 71:

Merger Agreement. See Agreement Section.

Rule 72:

Vacation Agreement. See Agreement Section.

Rule 73:

Interchangeable Rights Agreement. See Agreement Section.

Rule 74:

Memorandum of Rulings on Various Matters

(1) Chain-ganging of passenger crews on two (2) or more runs.

It is not the intention of the Railways to chain-gang passenger trainmen on two (2) or more runs of divergent routes.

(2) Work trains doing station switching when other crews are available.

It is not the intention of the Railways to use crews in work train service for the performance of station switching when other crews are available.

(3) Using cabooses for extra gangs, etc., and not cleaning them before setting up in train service.

It is agreed that this will be done in all cases where necessary by other than trainmen.

(4) Placing cabooses on mixed trains.

It is agreed that when cabooses are not placed on mixed trains, baggage cars will be fitted up with bunks for the accommodation of train crews. On runs where express is handled in baggage car, and unpleasant odors arise therefrom, Superintendents will take proper action to rectify.

(5) Minimum day in each class of service.

The provisions of the schedule will be strictly adhered to in respect to this subject.

(6) Closing doors on empty cars, and ascertaining whether cars are loaded or empty.

At terminals where carmen are employed, the duty of closing doors on empty cars will be removed from the train crew. At all other points this work will devolve upon the trainmen, and it will also be their duty to

ascertain whether cars picked up on the line are loaded or empty.

7) **Assembling short hauls.**

At departure terminals two (2) or more cars consigned to an intermediate point, forwarded on through freight train, will be assembled on train in such a manner, with respect to other cars on the trains, as will cause only the minimum of switching when setting out at points of destination.

8) **Continuous passage to baggage cars.**

It is understood that the principal cause for complaint in connection with trains upon which combination and express cars are operated, the express end of which being assigned for the accommodation of baggage and straight baggage car allotted to the Express Company. The Railways agree to restrict such arrangement to instances where it is positively unavoidable, and further, where continuous passage to baggage car is not practicable, suitable arrangements will be inaugurated so that no hardship will be worked upon baggagemen in obtaining meals.

9) **Permission and transportation for men on assigned runs to go home for Sundays.**

It is agreed that trainmen on assigned runs, upon request, will be furnished with transportation and allowed to go home for Sunday when conditions and service will permit.

10) **Deduction from pay cheque.**

It is agreed that trainmen will be advised of any deduction made in pay cheques by means of a memorandum attached to their cheque.

11) **Trainmen's meals on dining cars.**

Winnipeg, Man., February, 1918.

All train employees operating on passenger trains to which a dining or cafe car is attached will be permitted to order meals from the current menu card in force at half the a la carte prices, and, with the exception of train conductor, who has the privilege of taking his meals whenever his duties make it most suitable, all train employees will be notified by Dining Car Steward when he is prepared to serve them, and an effort should be made at all times to serve them before making the first call to passengers, but I expect Dining Car Stewards to be reasonable and endeavour so far as possible to serve trainmen when their duties best permit.

All trainmen will be served, irrespective of when their runs start or end, either before or after passengers are served.

The minimum amount of any check will be 25¢.

W. PRATT, JR.,
General Superintendent.

(12)

Winnipeg, Man., Feb. 26, 1918.

Mr. A. F. Whitney,
Vice-President, B. of R.T.,
Winnipeg, Man.

Dear Sir:—In confirmation of the understanding arrived at with Mr. Cameron during today's session of Board of Conciliation, I wish to advise that it is not the desire to call upon trainmen to handle heavy shipments of track and bridge material, except in cases of extreme emergency. Instructions have been issued that consignments of heavy material, such as frogs, hand cars, etc., be, insofar as is possible, placed in separate cars to set out at destination. It must be understood, however, that the trainmen are not relieved of the duty of unloading mate-

such as is ordinarily loaded in way cars for distribution.

Yours truly,
H. H. MacLEOD,
General Manager.

For the Trainmen:
A. J. RYALL,
General Chairman.

For the Railways:
W. A. KINGSLAND,
General Manager.

**Memorandum of conference held at Edmonton
April 1st, 2nd and 3rd, 1930.**

April 15th, 1930.

At a conference held in Edmonton, April 1st, 2nd and 3rd, 1930, at which were present Mr. A. A. Tisdale, General Manager; Mr. N. B. Walton, General Superintendent of Transportation; Mr. W. R. Devenish, General Superintendent, Winnipeg; Mr. C. Forrester, General Superintendent, Saskatoon; Mr. W. I. Munro, General Superintendent, Edmonton; Mr. B. T. Chappell, General Superintendent, Vancouver; Mr. W. H. Tobey, Superintendent, Prince Rupert; Messrs. Ayrhart, Robertson, Miller and Donoghue, Chief Timekeepers at Winnipeg, Saskatoon, Edmonton and Vancouver, respectively; and undersigned, various questions pertaining to schedule interpretations between the Canadian National Railways, Western Region, and their conductors and trainmen were discussed, and the following understandings reached:

Question No. 1.

It was agreed in connection with junction switching through freight crews entitled to arbitrary allow-

ances for switching at junction points would be paid for this time from the time the crew actually started switching operations until finished, except time taken in between to eat, or interrupted time of thirty (30) consecutive minutes or more. Time lost occasioned by an engine crew eating, if less than thirty (30) minutes, will not be deducted.

Question No. 2—Intermediate Switching.

It was agreed that the picking up of cars should be counted the same as in the case of cars set out; this, of course, being where a switch is required either in setting out or picking up.

Question No. 3—Switching or Delayed Time at Terminals and Turn Around Points.

It was agreed that final terminal detention at terminals other than those the limits of which are designated in Rules 59 and 67 of the Conductors' and Trainmen's Schedules, and at turn around points, would start from the time train is first delayed, either upon entering the yard or pulling into the yard or after stopping in the yard. A stop for lining the switch for the purpose of entering the yard not to count as a delay.

Question No. 4. (Deleted).

Question No. 5.

Unassigned work train service. Clause "E", Article 4 O.R.C. Schedule, and Clause D, Article 4, and ruling thereto of B.R.T. Schedule, and with reference to Rule 56, O.R.C. Schedule and Rule 61, B.R.T. Schedule.

The question here raised was whether a crew temporarily sent out to perform necessary work before the specified time for the bulletin to expire would be paid.

deadheading to the point of work, and deadheading returning after the regularly assigned crew had arrived for service; also whether the temporary crew not assigned would receive continuous time for the first two calendar days according to the ruling attached to Cause D of Article 4 of Trainmen's Schedule. (This ruling, while not printed in the Conductors' Schedule, applies to Conductors.)

It was agreed under the circumstances cited that the temporary unassigned work train crew would be entitled to deadheading both ways and also to continuous time payment for the first two (2) calendar days.

Question No. 6. (Deleted).

Question No. 7—Re Limits of Saskatoon Terminals.

It was agreed that the limits of Saskatoon terminal will be Twenty-fifth Street, the main line connecting switch Chappell or Govel, also the east switch at New Cross. Switching at North Saskatoon will be paid for under terminal time rule.

Question No. 8.

It was agreed that crews in chain gang service on lines regularly under operation, when used temporarily on lines under construction, will be paid as per class of service performed in accordance with schedule.

Question No. 9—The matter of Baggage men on Trains No. 2, Winnipeg-Watrous, handling Her Majesty's mail.

It was agreed with reference to the runs in dispute that the baggage men would be paid the full ten (10) dollars per month, as per Rule 9 of the Trainmen's Schedule. (See rate made effective April 1st, 1952 (\$11.20).)

Question No. 10. (Deleted).

Item No. 11—Ruling.

It was agreed that a conductor or trainman accepting a work train assignment will continue on the assignment until it is completed, unless he gives ten (10) days' notice by wire of his desire to leave it—the ten (10) days to take care of interrupted time, if it occurs.

Item No. 12—Ruling.

When a bulletin job does not go on within a reasonable time after the close of the bulletin, it is understood that the successful applicants may relinquish their rights under the bulletin, by giving ten (10) days' notice by wire. After an assignment has been properly made a vacancy is considered as relief work, and relief work is always subject to the conditions of the regular service.

Item No. 13—The matter of various rulings desired to be made effective by the Joint General Committee.

The Company declines to entertain any ruling which proposes to interfere with the operation of any schedule rule now in effect.

The above became effective April 3rd, 1930. Please advise all concerned to be governed accordingly.

W. G. CUNNINGHAM,
General Chairman, B. of R.T.

B. L. DALY,
General Chairman, O.R.C.

Re: List of Subjects discussed July 18, 1949.

Winnipeg, Man., Aug. 4th, 1949.

P. R. Lewis, 8345-543
General Chairman CC: " -557
Brotherhood of Railroad Trainmen, 8300-40
13 Osborne St. North,
Winnipeg, Man.
Dear Sir:

Further to my letter July 26th and with particular reference to Item No. 17 which reads:

"Our time claims T.C. 783-49-18, 783-49-19, 783-48-63, 783-48-56. Relieving of assigned passenger trainmen when taken sick at distant terminal, Trains 7-8, Regina, Saskatoon. Reference H. H. Sparling's letter March 12, 1949, 8345-543, cc 8005-C-96, 8300-40."

As an example, my understanding of your request is: the case of a trainman on Train Nos. 7 and 8, between Saskatoon and Regina (home terminal Saskatoon), taking duty at Regina, if a Regina man were ordered to relieve a Saskatoon trainman who took sick and was worked at Saskatoon he should be deadheaded home to Regina, if there is sufficient time and a Saskatoon man does the work he could be deadheaded to Regina; in either case, the employee would be paid for the deadheading. However, when the Saskatoon man who took duty at Regina books on he should be required to report for duty at Saskatoon and would not be entitled to payment for deadheading.

I am in accord with this procedure. All concerned have been advised accordingly, and I have authorized payment of any outstanding claims.

Yours truly,

(Sgd) H. H. SPARLING,
General Manager.

(15) Excerpt from Memorandum of Agreement with respect to payment of Conductors and Trainmen working out of Tyup, B.C.

It is agreed that effective December 1st, 1949, conductors and trainmen assigned to work out of Tyup, B.C., will be paid on the basis of terminal detention for all service performed between Tyup and Deerholme. When two (2) or more round trips are made between Deerholme and points beyond, either north or south, before returning to Tyup, payment under the "Short Run" rule will apply only to the trip made to the most distant point; or, if all such round trips are of equal distance from Deerholme, the "Short Run" rule will apply only to the first trip. This will involve change in present basis of payment as indicated in the following examples:

Example (1):

Crew ordered at Tyup for 6:00K and run from Tyup to Deerholme, returning to Tyup arriving latter point at 8:50K; left Tyup again at 9:15K for Youbou, via Deerholme. Arrived Deerholme 9:30K, switching at Deerholme 9:30 Kto 9:40K, left Deerholme 9:40K, arrived Youbou 11:00K and departed from that point 14:30K; arrived Deerholme 15:40K, switched at Deerholme 15:40K to 16:35K, left Deerholme 16:35K, arrived Tyup 16:55K; off duty 17:45K.

Basis of Payment

Preparatory time 5:30K-6:00K	30"
Switching and delay 6:00K-9:40K	3' 40"
Turn-around time Youbou	
11:00K-14:30K	3' 30"
Final switching and delay	
15:40K-17:45K	2' 5"

9' 45"—122 Mi.

ad mileage, Deerholme to Youbou and	
return to Deerholme (actual 48)	100
	<hr/>
	222 Mi.

Example (2):

Crew ordered at Tyup 6:00K and run from Tyup to Deerholme, returning to Tyup, arriving latter point 9:00K. Left Tyup 9:15K for Youbou via Deerholme, arriving Deerholme 9:30K, switched at Deerholme 9:30K to 9:40K, left Deerholme 9:40K, arrived Youbou 11:00K, left Youbou 14:30K, arrived Deerholme 15:40K, at which point crew turned around and made another trip to Youbou, leaving Deerholme 16:35K, arriving Youbou 17:55K, left Youbou 20:00K, arrived Deerholme 21:10K, switched at Deerholme 21:10K to 21:50K, left Deerholme 21:50K, arrived Tyup 22:10K; off duty 23:00K.

Basis of Payment

Preparatory time 5:30K-6:00K	30"
Switching and delay 6:00K-9:40K	3' 40"
Turnaround time Youbou	
11:00K-14:30K	3' 30"
Function switching Deerholme	
15:40K-16:35K	55"
Turnaround time Youbou	
17:55K-20:00K	2' 5"
Final switching and delay	
21:10K-23:00K	1' 50"
	<hr/>
	12' 30"—156 Mi.
oad mileage round trip Deerholme	
to Youbou and return to Deerholme	
(actual 48)	100

Road mileage second trip to Deerholme
to Youbou and return to Deerholme
—actual 48

304 Mi

It is understood that this agreed upon basis of payment will not establish a precedent, and will apply only to conductors and trainmen assigned to work out of Tyup.

This agreement shall remain in effect until revised or superseded on thirty (30) days' notice from either party.

FOR THE EMPLOYEES:

(Sgd) P. R. LEWIS,
General Chairman,
Bro. of Railroad
Trainmen

(Sgd) T. J. VINCENT,
General Chairman,
Order of Railway
Conductors

FOR THE RAILWAY:

(Sgd) H. H. SPARLING,
General Manager

Winnipeg, Man., November 15, 1949.

6) **Re: List of Questions Submitted by B. of R.T.—**
Item No. 120

Winnipeg, Manitoba,
April 17, 1945.

File 8345-73

cc 8345-419

Mr. L. C. Malone,
General Chairman,
Brotherhood of Railroad Trainmen,
22 McIntyre Block,
Winnipeg, Man.

Dear Sir:—

Regarding list of questions discussed with you November 23rd last, and with particular reference to Item No. 120, which reads:

“Crews employed in yard service at Tyup, on duty eight (8) hours or longer, shall be allowed to book rest if required in cases where they would be called for an immediate trip in road service.

“Purpose is to avoid excessive hours of service because of inability to take advantage of rest rule until return to Tyup.”

This is agreed to, and necessary instructions have been issued to all concerned.

Yours truly,

(Sgd) W. C. OWENS,
General Manager.

17)

When a clearance is presented by an employee at a certain point and he cannot hold work at that point, the local officer should endorse the clearance accordingly and provide transportation as quickly as possible to a point where the trainman can hold work or return to his home station.

(18)

The six-day rule now in effect covering filing on permanent vacancies in freight service is now extended to include temporary vacancies in freight service.

Rule 75:

Rates of Pay.

Effective May 1, 1965.

Article 1: Passenger—

	Per Mile	Monthly Guarantee
Baggageman	9.69¢	\$436.05—4500 miles
Brakeman	9.53¢	\$428.85—4500 miles

Article 2: Mixed and Way Freight—

80 cars or less (including caboose)

Trainmen15.18¢

81 cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies to the maximum number of cars hauled in train at any one time on road trip between initial starting point and point of final release.

Differential applying to road switcher service

\$2.50 per day in excess of the basic daily wayfreight rate.

Article 3: Through Freight—

80 cars or less (including caboose)

Lines east of Edmonton.

Trainmen14.44¢ per mile

Lines west of Edmonton except trains operating to, from and upon the Athabasca and Sangudo subdivisions.

Trainmen14.68¢ per mile
cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies the maximum number of cars hauled in train at any time on road trip between initial starting point and point of final release.

Article 4: Work Train, Construction, Helper, Pusher and Pile Driver Service—

cars or less (including caboose)

lines east of Edmonton, including Athabasca and Sangudo subdivisions.

Trainmen14.44¢ per mile

lines west of Edmonton except trains operating to, from and upon the Athabasca and Sangudo subdivisions.

Trainmen14.68¢ per mile

cars and over (including caboose)

Add twenty cents (20¢) per day to basic rate for each block of twenty (20) cars or portion thereof. This applies the maximum number of cars hauled in train at any time on road trip between initial starting point and point of final release.

Local Freight Handlers

Per Working Day of Eight Hours or less	Per hour for actual Time on Duty in Excess of Eight Hours
\$14.44	\$1.81

Article 5:

Article 7:

Main baggagemen and mixed and way freight brakemen handling express in addition to baggage will be paid:

Effective	Per Month
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\$

May 1, 1965	27.09
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except milk train between Vancouver and Hope, the rate will be:

Effective	Per Month
-----------	-----------

\$

May 1, 1965	34.83
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in addition to other compensation.

Men who work only part of a month on an assignment will receive their due proportion of such monthly allowance.

If express is handled less than five (5) trips per month on an assignment, the monthly allowance will not apply and an allowance will be paid as follows:

Effective	Per Trip
-----------	----------

May 1, 1965	\$1.548
-------------	---------

On short turn around runs a round trip is to be considered a trip.

Rule 9:

Train baggagemen and mixed and way freight brakemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals, any sacks of Her Majesty's mail on runs which regularly handle same, will be paid therefor as follows

Effective	Per Month
-----------	-----------

\$

May 1, 1965	15.48
-------------	-------

When a trainman on such a run works only part of a month, he will receive his due proportion of this amount

and the man or men relieving him will also receive their due proportion of same.

Trainmen who are only intermittently required to handle mail as described above, by reason of their being assigned to trains in pool, or other service, some of which do not regularly carry mail, will be compensated therefor on the basis of:

Effective	Per Trip
-----------	----------

May 1, 1965	77¢
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with a maximum of:

Effective	Per Month
-----------	-----------

May 1, 1965	\$ 15.48
-------------	----------

On short turn around runs a round trip will be considered a trip within the meaning of this clause.

Rule 76:

Interpretation of Agreement

Any question of interpretation of this agreement which may arise will be taken up by the General Chairman with the proper Officer of the Railway.

Rule 77:

Clause (a)—Grievance Procedure

A grievance concerning the interpretation, or alleged violation of this agreement, or an appeal against discipline imposed shall be processed in the following manner:

Where any provision of the agreement permits appeal of Officers of the Company, such Officers and the order of appeal shall be as set forth in this Clause (a).

Step 1—Presentation of Grievance to Immediate Supervisor

The employee and/or the Local Chairman may present the grievance either orally or in writing to the immediate supervisor.

Step 2—Appeal to Functional Department Head

The Local Chairman may appeal the decision in writing to the Superintendent Transportation.

Step 3—Appeal to Area Manager

The Local Chairman and/or General Chairman may appeal the decision in writing to the Area Manager.

Step 4—Appeal to General Manager

The General Chairman may appeal the decision in writing to the General Manager.

Clause (b)—Final Settlement of Disputes

A decision rendered under Step 4 of the Grievance Procedure shall be examined in joint conference by the Labour Relations Section of the Personnel & Labour Relations Department at System Headquarters and the General Chairman, prior to appeal to arbitration. The request for joint conference accompanied by the Brotherhood's contention and all relevant information shall be submitted in writing within sixty (60) calendar days from the date decision is rendered at Step 4 of the Grievance Procedure, otherwise the grievance shall become invalid.

A grievance which is not settled in such joint conference may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work. A request for arbi-

ation shall be made within sixty (60) calendar days from the date decision is rendered in writing by the Assistant Vice-President — Labour Relations, by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

The time limits specified in this Clause (b) may be extended by mutual agreement between the Assistant Vice-President — Labour Relations and the General Chairman.

Clause (c)

The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

Article 78:

Duration of Agreement

This agreement is in full settlement of all issues raised by either party subsequent to November 1, 1963, and supersedes all previous agreements, rulings, practices and interpretations which are in conflict therewith. The agreement except as otherwise specified herein shall become effective on January 1, 1964 and shall continue in effect until December 31, 1965 and thereafter subject to sixty (60) days' notice from either party of its desire to cancel or revise same, which notice may be served at any time after November 1, 1965.

**For The Brotherhood of
Railroad Trainmen:**

(Sgd.) H. C. WALSH
General Chairman

APPROVED:

(Sgd.) G. C. GALE
Vice-President

(Sgd.) W. P. KELLY
Vice-President

**For the Canadian National
Railway Company:**

(Sgd.) T. A. JOHNSTONE
Assistant Vice-President—
Labour Relations

W. T. WILSON
Vice-President—Personnel
and Labour Relations

Signed at Montreal, Que., this 19th day of February,
1964.

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AGREEMENTS

common to the contracts

between

THE
CANADIAN NATIONAL RAILWAYS
WESTERN REGIONS

and

THE BROTHERHOOD OF RAILROAD
TRAINMEN

governing

CONDUCTORS
BAGGAGEMEN
FLAGMEN
BRAKEMEN

APPENDIX

CHAPTER I

THEORY

THEORY

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**AGREEMENTS APPLICABLE TO
CONDUCTORS, BAGGAGEMEN,
FLAGMEN, BRAKEMEN**

General Holiday Agreement

Annual Vacation Agreement

Mileage Limitation Agreement

Electric Lantern Agreement

Health and Welfare Agreement

**Interchangeable Rights Agreement
(Yard and Road)**

**Interchangeable Rights Agreement
(Freight and Passenger)**

Merger Agreement

Retroactive Pay Agreement

Union Dues Agreement

Master Agreement establishing the principles for application of the holiday rules for yard service employees (Yard Foremen, Yardmen, Switchtenders and Car Retarder Operators) (excluding Yardmasters and Assistant Yardmasters), and road service employees (Conductors, Baggage men and Brakemen) governed by Wage

Agreements covering employees in Canada

represented by

The Brotherhood of Railroad Trainmen

It is agreed that effective April 1, 1966 existing statutory holiday rules in all agreements will be deleted and new articles substituted therefor, in accordance with the following:

GENERAL HOLIDAYS

1. An employee, who qualifies in accordance with Section 2 hereof, shall be granted a holiday with pay on each of the following general holidays:

New Year's Day	Dominion Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Christmas Day	

Remembrance Day—except that where Remembrance Day is not the holiday most generally recognized in any province or part thereof, either party to this agreement may request substitution thereof, and if agreed, substitution will be made. If the parties fail to agree on which holiday is the most generally recognized the dispute will be submitted to the Canadian Railway Office of Arbitration,

provided that, when any of the above holidays falls on Saturday or Sunday the day substituted therefor by the Federal Government shall be observed.

2. In order to qualify for pay on any of the holidays specified in Section 1, an employee shall have completed thirty (30) days of continuous employee relationship and in addition:

(a) shall commence a shift or tour of duty on the general holiday;

or

(b) shall be entitled to wages for at least fifteen (15) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday; and

(c) unless cancelled, shall be available for duty on such holiday if it occurs on one of his work days excluding vacation days.

(d) An employee under rest for any portion of a holiday where such rest does not exceed twelve (12) hours consecutive with his last shift or tour of duty shall qualify for holiday pay under clause (c).

3. A qualified employee whose vacation period coincides with a general holiday specified in Section 1 hereof shall be paid the amount specified for his classification in Section 5, sub-section (1).

4. An employee who does not qualify under Section 2 with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of the wage agreement.

5. (1) An employee qualified under Section 2 hereof and who is not required to work on a general holiday shall be paid in accordance with the following:

(a) an assigned yardman shall be paid eight (8) hours' pay at the straight time rate of the position he would have filled had his assignment worked on the holiday;

(b) a spare yardman assigned to a yard foreman's spare board shall be paid eight (8) hours' pay at the yard foreman's straight time rate. Other spare yardmen shall be paid eight (8) hours' pay at the yard helper's straight time rate;

(c) a conductor, baggageman or brakeman shall be paid an amount equal to his earnings, exclusive of overtime, for the last tour of duty he worked prior to the general holiday, provided that in the case of an employee paid at

passenger rates, if such amount is less than the equivalent of one hundred and fifty (150) miles at the rate applicable to passenger service, the equivalent of one hundred and fifty (150) miles shall be paid.

(2) An employee qualified under Section 2 hereof and who is required to work on a general holiday shall, at the option of the Company,

(a) be paid, in addition to the pay provided in sub-section (1) hereof, at a rate equal to one and one-half ($1\frac{1}{2}$) times his regular rate of wages for the shift or tour of duty worked by him on that holiday. When more than one (1) shift or tour of duty is worked by an employee on a general holiday, the provisions of this Clause (a) shall apply to the first shift or tour of duty only;

or

(b) be paid for work performed by him on the holiday in accordance with the provisions of the wage agreement, and in addition shall be given a holiday with pay at the rate specified in sub-section (1) above on the first calendar day on which the employee is not entitled to wages following that holiday.

6. Shifts or tours of duty commencing between 12:00 midnight and 11:59 p.m., both inclusive, on the general holidays specified in Section 1 of this agreement shall be considered as work on that holiday.

7. Where interchangeable seniority rights are in effect for the purpose of payment provided in Section 5 sub-section (1), the classification of an employee or a joint spare board will be determined by the last service performed prior to the holiday.

3. For the purpose of this agreement, "deadheading" for which compensation is paid shall be deemed to be a tour of duty worked.

4. Holiday payments made under this agreement to employees in commuter service shall be in addition to the monthly guarantee.

5. Notwithstanding any other provision of this agreement, the fourth paragraph of Section 4 of Article 94A of the current collective agreement applicable east of Armstrong shall be retained.

Witnessed at Montreal, Quebec, April 5th, 1966.

**For the Canadian National
Railway Company:**

(Sgd.) E. K. HOUSE,
Assistant Vice-President,
Labour Relations.

**For the Brotherhood of
Railroad Trainmen:**

(Sgd.) H. C. WALSH,
General Chairman.
(Sgd.) PAUL LaROCHELLE,
General Chairman.
(Sgd.) G. W. McDEVITT,
General Chairman.
(Sgd.) W. G. FLOOD,
Asst. General Chairman.

APPROVED:

(Sgd.) G. C. GALE,
Vice-President.
(Sgd.) W. P. KELLY,
Vice-President.

ANNUAL VACATION

This agreement supersedes all previous agreements, rulings and interpretations which are in conflict therewith.

Delete the "NEW ARTICLE" which became effective June 1, 1962, covering annual vacation provisions, and substitute the following:

ARTICLE 5 — RULE (62-B)
CONDUCTORS' AGREEMENT
ARTICLE 5 — RULE (75-B)
TRAINMEN'S SCHEDULE

SECTION 1

- (a) An employee who at the beginning of the calendar year has completed thirty (30) days or more of continuous employee relationship, will be allowed one (1) calendar day's vacation for each twenty-six (26) days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two (2) weeks. Compensation for such vacation will be four percent (4%) of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this Section.
- (b) An employee who at the beginning of the calendar year has completed fifteen (15) years of continuous employee relationship and who has rendered compensated service in one hundred and fifty (150) calendar months calculated from the date of entering service will be allowed one (1) calendar day's vacation for each seventeen (17) days worked and/or available for service or major portion of such days during the preceding calendar year with a maximum of three (3) weeks. Compensation for such vacation will be six percent (6%) of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (c) of this Section.
- (c) An employee who at the beginning of the calendar year has completed twenty-five (25) years of continuous employee relationship and who has rendered com-

compensated service in two hundred and fifty (250) calendar months calculated from the date of entering service will be allowed one (1) calendar day's vacation for each thirteen (13) days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of four (4) weeks. Compensation for such vacation will be eight percent (8%) of the gross wages of the employee during the preceding calendar year.

) In computing service under Clauses (a), (b) and (c) of this Section, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

SECTION 2

) An employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount calculated as provided for in Section 1, for any vacation due him up to the time of termination of his service.

) An employee who at the time of termination of his service has been continuously employed for a period of thirty (30) days or more, but has not qualified for vacation as provided for in Section 1 (a) shall be paid four percent (4%) of his gross earnings for the calendar year in which service is terminated.

) An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two (2) years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

) In the event of the death of an employee, vacation pay to which he is entitled up to the time of his death, will be paid to the estate of the deceased.

- (e) An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two (2) weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled for service.
- (f) Time off duty because of bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Section 1.

SECTION 3

- (a) An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- (b) Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company.

Signed at Montreal, Que. this 8th day of March, 1966.

**For the Canadian National
Railway Company:**

(Sgd.) E. K. HOUSE,
Asst. Vice-President,
Labour Relations.

**For the Brotherhood of
Railroad Trainmen:**

(Sgd.) H. C. WALSH,
General Chairman.

MILEAGE LIMITATIONS

Effective August 1, 1962.

The mileage for which trainmen are paid will, as far as practicable, be limited by the Company to the following: service paid at passenger rates six thousand (6000) miles per month; service paid at freight rates forty-three hundred (4300) miles per month.

Mileage made by trainmen in different occupations and in different classes of service will be combined in computing total accumulated mileage. For the purpose of this article men assigned to joint or common spare boards will be considered as trainmen and eight (8) hours in yard service or in L.C.L. freight service on passenger trains will be considered as one hundred (100) miles. Records will be maintained by the Company.

Conductors, baggagemen and brakemen will, on completion of each trip or day's work, book their correct total accumulated mileage for which they are paid from the beginning of their month, and shall report to the proper officer when the maximum mileage has been made, so that provision can be made to relieve them. Conductors, baggagemen and brakemen failing to book their accumulated mileage at the end of trip or day's work will not be permitted to perform further service until they have done so.

Trainmen working out of points other than their home terminals will maintain a record of the total accumulated mileage for which they are paid and will advise the proper officer sufficient time in advance to enable him to arrange for relief when their maximum monthly mileage is reached.

If trainmen exceed their maximum mileage in any month, such excess mileage will be added to their mileage for the following month except where excess mileage is

made because of a shortage of men at the home terminal. Upon accumulation of maximum mileage, or as soon as possible thereafter, trainmen will be relieved at the point where relief is normally furnished. Trainmen who exceed the maximum mileage limitation due to incorrect reporting of their mileage will be penalized by the loss of two (2) days for each one hundred (100) miles or major portion thereof, made in excess of the maximum.

Deadheading resulting either directly or indirectly from the application of this article will not be compensated.

No part of this article shall be used against the Company in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee.

The word "Trainmen" as used in this article refers to employees who are engaged in road service.

ELECTRIC LANTERNS

1. Employees must provide themselves with a white electric lantern. The electric lanterns, bulbs and batteries must be of a standard prescribed by the Company, and the lanterns must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
2. Employees will be furnished white electric lanterns by the Company upon signing a payroll deduction order for the actual cost of the lantern supplied, not including the cost of bulbs and batteries. Deduction will be made from their pay cheque on the current payroll.
3. Employees, who prior to June 1, 1959, have provided themselves with electric lanterns, may continue to use

- them until they are worn out, provided such lantern if of a satisfactory type and contains two serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern, as required under the provisions of Clause 1.
6. When an employee leaves the service of the Company, whether voluntarily, discharged or by death, the lantern if in satisfactory condition, may be returned to the Company whereupon the amount of deposit, made when their lantern was issued, shall be refunded to the employee, or his estate.
7. Replacement of lanterns issued by the Company will be made without cost to the employee under the following conditions:
- (a) when worn out or damaged in the performance of Company service, upon return of the lantern;
 - (b) when stolen while employee is on the premises of the Company, without neglect on the part of the employee;
 - (c) when destroyed in the performance of duty.
8. The Company will maintain at convenient locations, a supply of bulbs and batteries, to be drawn as required upon presentation of those worn out or broken, without cost to the employee.
9. In the event that due to conditions beyond the control of the Company it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Company shall thereby be relieved of compliance with the provisions of this agreement to the extent that such inability makes it impossible to comply herewith.
10. The Company will continue to use oil burning lanterns with red globes for flagging.

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Railroad Trainmen to provide for Health and Welfare coverage for Conductors, Baggage-men, Flagmen, Brakemen, Yardmen, LCL Freight Handlers on passenger trains, and employees engaged in switching operations at Ogden Point Dock, Victoria, B.C.

All previous Memoranda of Agreement respecting Health and Welfare are cancelled and the following is substituted therefor:

HEALTH AND WELFARE

(a) Effective with the month of June, 1962, the Company shall deduct from the wages due and payable to each participating employee each month in which compensated service is rendered an amount (if available after payroll deductions required by law, deduction of monies which on account of employer - employee relationship become due or owing to the Company, and pension deductions) equal to half the sum required to provide such an employee with benefits under the "Benefit Plan for Employees of Canadian Railways", in accordance with the Supplemental Agreement to the Master Agreement of May 16, 1956, as amended, between the Non-Operating Unions and the Canadian Railways and subject to the terms of a letter dated May 29, 1959, from the Employee Benefit Plan Administrative Committee annexed hereto and made a part hereof as Appendix "A". The Company shall contribute each month an amount equal to the amount so deducted.

(b) It is recognized that the plan referred to in paragraph (a) and as made applicable to the employees covered by this agreement, is subject to amendments or revisions and to contribution increases or decreases from time to time. Such amendments, revisions, increases and

decreases if, as and when adopted shall be considered to be incorporated into this agreement.

For the Brotherhood of
Railroad Trainmen:

(Sgd) H. C. WALSH,
General Chairman.

For the Canadian National
Railway Company:

(Sgd.)
THOMAS A. JOHNSTONE,
Assistant Vice-President,
Labour Relations.

APPROVED BY:

(Sgd) G. C. GALE,
Vice-President.

(Sgd) W. P. KELLY,
Vice-President.

(Sgd.) W. T. WILSON,
Vice-President,
Personnel and
Labour Relations.

Signed at Montreal, Quebec, this 7th day of June, 1962.

APPENDIX "A"

EMPLOYEES BENEFIT PLAN ADMINISTRATIVE COMMITTEE, CANADIAN RAILWAYS

J. R. WILSON,
Secretary-Treasurer.

Room 292, Windsor Station,
MONTREAL 3, Que.

May 29, 1959.

MR. T. A. JOHNSTONE,
Manager,
Labour Relations,
Canadian National
Railway,
Montreal, Que.

MR. F. A. COLLIN,
Vice-President,
Brotherhood of
Railroad Trainmen,
308 National Building,
18 Rideau Street,
Ottawa, Ont.

Dear Sirs:

This will acknowledge receipt of your letter of May 11th, 1959.

The Employee Benefit Plan Administrative Committee of the Canadian Railways wishes to advise that employees of the Canadian National Railways, represented by the Brotherhood of Railroad Trainmen, which includes conductors, trainmen, baggagemen, brakemen, flagmen, yard foremen, yard helpers, switchtenders, yardmasters, assistant yardmasters, L.C.L. freight handlers on passenger trains Western Region, express messengers Newfoundland District, and employees engaged in switching operations at Ogden Point Dock, Victoria, B.C., have been admitted to coverage as of October 1, 1959 under the Employee Benefit Plan now providing coverage for non-operating employees subject to:

- a) each employee making a monthly contribution towards the cost of the said plan of \$5.41 per month.
- b) the terms hereinafter set forth in this letter and
- c) also, except as by this letter altered, to all the terms and conditions of the said plan.

The said employee contributions shall be collected through payroll deductions in the amount of \$5.41 per employee per month which will commence with the first pay period of October to cover the share of the cost of the Basic Plan for employees above-mentioned. In the month of October only, an additional \$5.41 will be deducted to place coverage on a pre-paid basis. Canadian National Railways will contribute towards the cost of the said plan \$4.87 per employee above-mentioned per month.

Should other running trade groups be accepted for participation in the plan, the above employee contribution of \$5.41 per employee per month may be varied as a result of the establishment of a common composite rate for all running trades employees at the discretion of the Administrative Committee.

The contracts with the Underwriters providing the benefits of the Employee Benefit Plan expire on December 31, 1960, and the contributions and benefits effective after that date will be in accordance with any contracts concluded to take the place of the existing contracts.

Please note that only an employee with sixty (60) days continuous employment relationship in a position covered by the Brotherhood of Railroad Trainmen, C.N.R., or transferred from a position in which he is eligible for a Railway Welfare Plan, may be enrolled.

At the present time revised booklets outlining the plan are being prepared and will be available very shortly to employees in all provinces.

The Underwriters have been advised of the proposed effective date of participation.

The Employee Benefit Plan Administrative Committee wishes to point out that a voice in the direction or administration of the plan will remain the sole prerogative

of appointed members of the signatories to the Master Agreement of May 16th, 1956, under which the plan was established.

Yours truly,

(Sgd) G. P. HAMILTON,
Co-Chairman.

(Sgd) G. R. PAWSON,
Co-Chairman.

Memorandum of Agreement between Canadian National Railway Company, Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions, Canadian Lines, and the Brotherhood of Railroad Trainmen.

1. It is agreed that on or before June 1, 1963, interchangeable seniority rights will become applicable to road and yard service employees as specified hereunder and will supersede all rules and practices in conflict therewith.
2. Effective June 1, 1962, road service employees will, in seniority order, begin to acquire seniority in yard service and yard service employees will, in seniority order, begin to acquire seniority in road service.
3. Men hired on June 1, 1962, or subsequent to that date will establish seniority in both yard and road service from date of employment but will only be permitted to exercise seniority in the service for which hired until interchangeable seniority rights become effective.
4. Prior seniority rights of road service employees and yard service employees in their respective classifications will be preserved except as may be otherwise mutually agreed.
5. Road and yard promotion districts will be altered to coincide one with the other.
6. System Company Officers, assisted by Regional Offi-

cers, will meet with the present negotiating committee of the Brotherhood to:

- (a) revise the agreements so that interchangeable seniority rights between road and yard service will become effective on or before June 1, 1963;
- (b) establish common, joint or separate spare boards as required at the various terminals and yards across the system.

7. Employees acquiring seniority as a result of this Memorandum of Agreement will not be permitted to exercise such seniority until interchangeable seniority rights become effective.

For the Brotherhood of
Railroad Trainmen:

H. C. WALSH,
General Chairman.

J. P. LaROCHELLE
General Chairman.

F. A. O'GRADY
General Chairman.

G. W. McDEVITT
Asst. General Chairman.

APPROVED:

G. C. GALE,
Vice-President.

W. P. KELLY,
Vice-President.

For the Canadian
National Railways:

THOMAS A. JOHNSTONE,
Assistant Vice-President,
Labour Relations.

W. T. WILSON,
Vice-President,
Personnel and
Labour Relations.

Signed at Montreal, Que., this 7th day of June, 1962.

MEMORANDUM OF CONDITIONS to Govern the Interchange of Seniority: as between Freight and Passenger Trainmen.

1. All freight and passenger trainmen now in the service of the Railways will retain rating they now hold in their respective classes, and on and after July 1st, 1930, will begin to acquire seniority in each of the two (2) classes of service.
2. All trainmen entering the service on or after July 1st, 1930, will hold rights in both classes of service.
3. Freight trainmen now in service will hold rating in passenger service ahead of any trainmen employed on or after July 1st, 1930, but cannot displace any trainmen now in passenger service. Passenger trainmen now in service will hold rating in freight service ahead of any trainmen employed on or after July 1st, 1930, but cannot displace any trainmen now in freight service.
4. Before passenger trainmen are permitted to accept promotion as conductor they will be required to have four (4) years combined service and fifteen thousand (15,000) miles in through freight and fifteen thousand (15,000) miles in local freight service, and will be given a rating as conductor in accordance with Rule 22, Clause "B" of Trainmen's schedule.

Passenger trainmen qualifying as conductors shall be given a conductor's rating as of July 1st, 1934, four (4) years from effective date of agreement, and appear on seniority list of conductors in keeping with their respective positions on the passenger trainmen's seniority list.

5. Freight or passenger trainmen will only be permitted to change from one class of service to the other at change of time table, or when new positions are being created — except in the event of reduction of staff, at which time

seniority will govern; but in the event of a vacancy in passenger service for which no passenger trainman applies, the senior freight trainman applying will be allowed to take same. In the event of a vacancy in freight service for which no freight trainman applies, the senior passenger trainman applying will be allowed to take same.

Freight or passenger trainmen will not be considered as transferred from one service to another except as provided in Article 5.

NOTE: The reference to change of time table above is to the regular spring and fall time tables. It is understood that a man going into passenger service will remain for life of time table if he can hold a reasonable amount of work. Four thousand five hundred (4500) miles per month will be considered reasonable. It is understood that a man going into freight service will remain for the life of the time table if he can hold a reasonable amount of work. Three thousand (3000) miles per month will be considered reasonable.

NOTE: Memorandum of conditions to govern the interchange of seniority as between freight and passenger trainmen shall not prevent a conductor from exercising seniority as such in accordance with Rule 23, Article 5, Conductors' schedule.

When freight trainmen are transferring to passenger service under this agreement their promotion will be as covered in Clause (i) of Article 1, Trainmen's schedule for the purpose of securing runs by bulletin.

NOTE: The purpose of this amendment is to allow freight trainmen to exercise their seniority over the region in obtaining runs by bulletin. This will eliminate many of the displacements which are now taking place, and will have the effect of giving

freight trainmen the right to transfer to passenger service by bidding in on any bulletined position over the Western Region between change of time tables

When freight trainmen are transferring to passenger service under this agreement their promotion will be as covered in Clause (i) of Article 1, Trainmen's schedule for the purpose of securing runs by bulletin.

The passenger trainmen's promotion district will be as at present while working as such, and when passenger trainmen are exercising their freight rights (as accumulated after July 1st, 1930), their promotion territory will be as defined by Rule 68 of Trainmen's schedule. When transferring to freight service they will do so on the same freight promotion district on which they are found at the time they desire to transfer; having once transferred to a certain promotion district in freight service such trainmen's freight rights will thereafter be confined to that promotion district.

7. Men who have transferred into passenger service due to physical disability will not be considered eligible to re-enter freight service.

8. The General Superintendent to be the judge as to whether any man is suitable for work in passenger service.

This agreement supersedes agreement dated Winnipeg, Manitoba, June 30th, 1930.

FOR THE TRAINMEN:

(Sgd.) L. C. MALONE,
General Chairman.

FOR THE COMPANY:

(Sgd.) W. R. DEVENISH,
General Manager.

Dated at Winnipeg, Manitoba, October 6th, 1941.

The service a trainman is in (freight or passenger) on after October 1st or May 1st, is the class of service which he must remain until he can again move in accordance with schedule rules, except in cases where a trainman has notified the proper Officer of the Railway in writing of his intention to change and then due to spare board being exhausted he cannot be released.

It should be understood of course that all arrangements must be completed in writing before date of change-over, and if there are spare men available the trainmen desiring to transfer from freight to passenger, vice versa, should not be called if the run entails working into the first of the interchange period.

MERGER AGREEMENT

CONDUCTORS, TRAINMEN AND YARDMEN CANADIAN NATIONAL RAILWAYS

(Western Region)

The Board of Arbitration selected to dispose of disputes between the conductors, trainmen, and yardmen on that part of the Canadian National Railways which was formerly known as the Grand Trunk Pacific Railway, Canadian Northern Railway and Canadian Government Railways, west of Armstrong and Port Arthur (including Port Arthur), and lines on Vancouver Island, decided as follows, and which has been amended by action of the General Joint Committee, January, 1926, and January and February, 1929.

ARTICLE 1

Passenger promotion territory for conductors, brakemen and baggagemen to extend over all Government lines west of Armstrong and Port Arthur (including Port Arthur).

ARTICLE 2

For mixed and freight promotion purposes the lines will be divided into promotion territories corresponding with the General Superintendents' districts as they existed September 1st, 1920. The protection afforded Canadian Northern men as between one another and Grand Trunk Pacific men as between one another, previous to September 1st, 1920, shall be again put into effect, and after protected positions are filled, seniority shall be general and universal in promotion territories.

ARTICLE 3

The three lines involved will keep a separate seniority list on each General Superintendent's territory of all conductors, brakemen and baggagemen on their respective lines holding seniority rights September 1st, 1920.

ARTICLE 4

All conductors and brakemen holding seniority rights on each General Superintendent's territory, including those employed September 1st, 1920, and thereafter (with the exception of passenger brakemen and baggagemen who will be shown on a general list) will be merged on a general seniority list, ranking in accordance with their date of employment as a brakeman and date of promotion as a conductor. Brakemen who have been in the service of either of the three (3) companies four (4) years or over and are eligible and qualified and who have not been promoted to conductors will be listed as such, taking rank as of September 1st, 1920.

ARTICLE 5

Men who held seniority rights on the Canadian Northern, Grand Trunk Pacific, and Canadian Government Railways, hereinafter designated as "protected men" have

exclusive right to fill the number of positions in each class of service designated in Article No. 9 — except in service on lines between Edmonton and Jasper, which will be manned in accordance with Article No. 7. When positions are increased in excess of the number according to Article No. 9, in freight service, the senior man from General Superintendent's list on the territory affected making application will be used; for passenger service the senior man making application from the system list will be used, with the understanding that the number of protected men in each class of service on their respective lines will have choice of runs.

ARTICLE 6

Brakemen who were employed prior to September 1st, 1920, and have not been promoted to conductor, will be promoted on their respective lines if eligible and qualified, when additional conductors are needed to fill protected positions, and will rank on general list as conductors in line with their seniority as brakemen. Brakemen who have forfeited their rights or failed to qualify for promotion will rank on conductors' seniority list from date of promotion. Freight brakemen employed on or after September 1st, 1920, will be shown on general seniority list. Passenger brakemen employed on or after September 1st, 1920, will be shown on system seniority list.

ARTICLE 7

All service between Edmonton and Jasper (with the exception of branches) will be manned as follows: fifty per cent (50%) from the Canadian Northern list, and fifty per cent (50%) from the Grand Trunk Pacific list. Grand Trunk Pacific men to have first choice in freight service between Edmonton and Edson; Canadian Northern men to have first choice in freight service between

Edson and Jasper. In passenger service between Edmonton and Jasper Canadian Northern men will have first choice. The joint track will be manned on a fifty-fifty basis only so long as both lines have a sufficient number of protected men who desire to work on the joint track to take up their proportion of that work.

ARTICLE 8

The Board carefully considered all evidence submitted, written and oral, as to merging seniority of yardmen, Winnipeg, Regina, Calgary and Edmonton, on the Canadian National Railways, and inasmuch as the yardmen have agreed on a basis of merger at each point involved, that appears to be generally satisfactory except at Edmonton, from which point the complaint seems to be more in the nature of failure to carry out the provisions of the agreement than the agreement itself, the Board therefore decided that the agreement now in effect will be continued.

ARTICLE 9

Protected Passenger Positions

Canadian Northern Railway	70 positions
Grand Trunk Pacific Railway	29 positions
Canadian Government Railway	6 positions

Protected Positions in Mixed and Freight Train Service under Superintendents' Territories as of September 1st, 1920:

Former First District, Canadian Northern Railway	32 positions
Former Second and Third Districts, Canadian Northern Railway	45 positions
Former Canadian Government Railway	28 positions

Former Grand Trunk Pacific Railway, Winnipeg to Watrous, including branches	19 positions
Former Brandon District, Canadian Northern Railway	16 positions
Former Dauphin District, Canadian Northern Railway	35 positions
Former Saskatoon District, Canadian Northern Railway	38 positions
Former Regina District, Grand Trunk Pacific Railway	7 positions
Former Watrous to Biggar and Prince Albert Branch District, Grand Trunk Pacific Railway	8 positions
Former Edmonton District, Canadian Northern Railway	28 positions
Former Big Valley and Hanna District, Canadian Northern Railway	48 positions
Former Edmonton District, Grand Trunk Pacific Railway	26 positions
Former Pacific District, Canadian Northern Railway: Between Edmonton and Vancouver, including Vancouver Island	40 positions
Former Pacific District, Grand Trunk Pacific Railway: Between Edmonton and Prince George	34 positions
Between Prince George and Prince Rupert	16 positions

APPROVED SEPTEMBER 18th, 1929.

Sgd.) W. G. CUNNINGHAM, General Chairman, B. of R.T.	(Sgd.) B. L. DALY, General Chairman, O.R.C.
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Sgd.) A. A. TISDALE,
General Manager, Canadian National Railways,
Western Region.

QUESTIONS BY GENERAL CHAIRMEN

BARKER AND RYALL

ANSWERS BY BOARD OF ARBITRATION

1. In what manner will conductors' system seniority list be compiled?

Answer: From the conductors' general lists on General Superintendents' territories in the order of their seniority standing.

2. Where two (2) or more former freight promotion districts on one (1) line have been consolidated under General Superintendents' promotion, have the men on the different promotion districts so consolidated any homestead protection as against men from the other district or districts?

Answer: Yes.

3. Have the men on any particular line first choice of all runs, and terminals to work out of, up to the number employed on such line on September 1st, 1920?

Answer: Yes.

4. If more crews are employed on any given line than were employed on September 1st, 1920, and some of the extra crews are men from the same line who are holding runs by right of their seniority on the general list, have such men any preference either as to runs or terminals over men from another line?

Answer: Schedule rules apply.

5. In clause covering joint track, does the term "first choice" mean one G.T.P. man, then one C.N.R. man, and vice-versa, and does this apply to choice of runs?

Answer: Yes.

6. In the matter of spare work, does such work belong to the men on the line where the temporary vacancy occurs, or will it be done by men from the general list?

Answer: On respective lines, spare men will fill vacancies on their own line on protective positions. Spare work over and above protected positions will be filled from the general list.

BOARD OF ARBITRATORS:

A. JOHNSTON,
Chairman.

F. H. NEMITZ,
Secretary.

G. W. ANDERSON,
Vice-Chairman.

T. M. SPOONER,

QUESTIONS AND ANSWERS ON CLARIFICATION OF CERTAIN ARTICLES OF THE MERGER AGREEMENT AND SCHEDULE

Pertaining to Passenger Protection

1. Q.—When would a conductor who had passed up his right to a run and ranked junior to the conductor who was holding a protected position, as a result of his not bidding on the assignment, again be eligible to fill a protected position?

A.—When he was successful in bidding in a vacancy within the protected number of positions.

2. Q.—What procedure would be followed in assigning conductors to fill the specified number of protected positions on former G.T.P. track, in cases where one (1) or more protected conductors' positions are abolished and former C.N.R. conductors are filling positions over and above the protected number?

A.—The displaced conductors would be permitted to exercise their seniority in accordance with the provisions of Article 5 of the Merger Agreement and Article 5, Rule 20 of the schedule.

Q.—Where a number of protected positions are abolished and the conductors displaced, decide to revert to freight service, even though one (1) or more former C.N.R. conductors are holding positions over and above the protected number on former G.T.P. track, may G.T.P. conductors in freight service be allowed to file on those unprotected positions?

A.—Yes, in accordance with the provisions of Article 5, Rule 20, of the Conductors' schedule. Conductors on the G.T.P. protected list have the right to fill protected passenger positions up to the number specified in Article 9 of the Merger Agreement. Bulletins should be issued conveying information that the number of protected positions filled by G.T.P. conductors have fallen below that provided in Article 9 of the Merger Agreement; that certain field runs on G.T.P. track are manned by former C.N.R. conductors, and affording an opportunity for the submission of applications for the number of runs occupied by field men necessary to bring the protected positions filled by G.T.P. conductors, up to the specified number.

Q.—In what category is a G.T.P. conductor who was assigned to a field run on G.T.P. track, if and when protected positions are reduced below the number specified in Article 9 of the Merger Agreement?

A.—Any G.T.P. passenger conductor holding a run on former G.T.P. track, must be considered as coming within the protected group up to a total of

twenty-nine (29), unless there are twenty-nine (29) other senior G.T.P. conductors holding G.T.P. passenger runs.

5. Q.—How should bulletins for conductors' positions be worded?

A.—If the position bulletined is within the number of protected positions on former G.T.P. track, the bulletin should read "G.T.P. protected men preference"; if the position bulletined is outside the number of protected positions, the bulletin should read "G.T.P. protected men preference, open to the field". If the position bulletined is on field track, that is, track built or acquired subsequent to September 1st, 1920, the bulletin should read "Open to the field".

NOTE: The same procedure would be followed in bulletining positions on former C.N. or C.G.R. Lines.

Dated at Winnipeg, this 8th day of December, 1950.

FOR THE RAILWAYS:

(Sgd.) F. H. KEEFE,
General Manager, C.N.R.

FOR THE ORDER OF RAILWAY
CONDUCTORS:

(Sgd.) J. L. D. IVES,
Vice-President, O.R.T.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Sgd.) L. C. MALONE,
Vice-President, B.R.T.

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between Canadian National Railway Company, Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions, Canadian Lines, and the Brotherhood of Railroad Trainmen.

Employees governed by the agreements set forth below who were in the service of the Railway on January 1, 1964, or who subsequently worked in a position covered by such agreements, shall, providing they have not been dismissed from the service or left the service of their own accord prior to February 1, 1964, be entitled to any amount of increased compensation that may be due them as a result of the settlement agreement, signed at Montreal, January 30, 1964, for time worked in such position subsequent to January 1, 1964.

This Memorandum of Agreement is applicable to employees covered by the following agreements:

Current Schedule of Rates of Pay and Regulations Governing the services of Conductors, Baggage-men, Brakemen and Yardmen on the Atlantic, St. Lawrence and Great Lakes Regions, excluding St. Lawrence and Great Lakes Regions Lines in United States;

Schedule of Rates and Rules for Yardmen on the Prairie and Mountain Regions;

Agreement governing Rates of Pay and Working Conditions for Conductors—Prairie and Mountain Regions;

Schedule of Rates and Rules for Baggage-men, Flagmen and Brakemen—Prairie and Mountain Regions;

Agreement governing Rates of Pay and Rules for Yardmasters and Assistant Yardmasters on Lines in Canada;

Agreement governing L.C.L. Freight Handlers on Passenger Trains—Prairie and Mountain Regions;

Agreement covering Expressmen (Express Messengers) operating in passenger trains, Newfoundland District, Atlantic Region;

Agreement covering Employees engaged in switching operations at Ogden Point Dock, Victoria, B.C.

For the Brotherhood of Railroad Trainmen:	For the Canadian National Railway Company:
Sgd) H. C. WALSH, General Chairman.	(Sgd.) THOMAS A. JOHNSTONE,
Sgd) J. P. LaROCHELLE, General Chairman.	Assistant Vice-President, Labour Relations.
Sgd) G. W. McDEVITT, General Chairman.	(Sgd.) W. T. WILSON, Vice-President,
Sgd) W. G. FLOOD, Asst. General Chairman.	Personnel and Labour Relations.

APPROVED:

Sgd) G. C. GALE, Vice-President.
Sgd) W. P. KELLY, Vice-President.

Signed at Montreal, Que., this 19th day of February, 1964.

UNION DUES AGREEMENT

Canadian National Railway Company and Certain Subsidiary Companies

with

The Brotherhood of Railroad Trainmen

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and certain subsidiary companies on the one hand and the Brotherhood of Railroad Trainmen on the other hand to provide for payment of union dues as a condition of continued preference of employment with the railway company and such subsidiary companies.

1. (a) Beginning with the month of April, 1955, and each month thereafter employees, who are covered by the following collective agreements, represented by the Brotherhood of Railroad Trainmen:

Atlantic and Central Regions (Lines in Canada)	—Conductors, Baggage-men Brakemen and Yardmen;
Western Region	—Baggage-men, Brakemen and Flagmen;
Western Region	—Conductors;
Western Region	—Yardmen;
Central & Western Regions	—Monthly rated Yard- masters and Assistant Yardmasters;
Western Region	—L.C.L. Freight Handlers on Passenger Trains;
Newfoundland District	—Express Messengers;
Ogden Point Dock	—Foremen, Helpers, Engineers and Firemen;

Montmorency Subdivision	—Conductors, Assistant Conductors, Ticket Collectors, Baggage men and Brakemen;
Oshawa Railway Company	—Conductors, Motormen, Brakemen and Polemen;
Oshawa Railway Company	—Yardmasters;
Niagara, St. Catherines and Toronto Railway	—Conductors and Brakemen in Freight Service;
Thousand Islands Railway	—Conductors and Trainmen;

and assigned to the working list as of 12:01 A.M. on the first calendar day of the month shall, subject to the conditions and exceptions set forth herein, tender to the Brotherhood of Railroad Trainmen on or before the 20th day of that month the amount of union dues of the Brotherhood of Railroad Trainmen. This amount shall not include initiation fees, fines, penalties or insurance, but the amount to be tendered shall be such sum as may from time to time be assessed by the Union on its members according to the constitutional laws of the organization for general union purposes.

(b) If such payment is not tendered by the 20th day of that month, the employee becomes delinquent and the Union may, during the ten (10) day period immediately following, place with the Superintendent, Notice of Delinquency in the prescribed form, with copy to the employee delinquent who shall lose his preference of employment as of 11:59 P.M. of the 10th day of the following month. Preference of employment will be restored in accordance with Item 5 of this Memorandum of Agreement.

NOTICE OF DELINQUENCY

Brotherhood of Railroad Trainmen

Lodge No.

.....
(Place)

.....
(Date)

To
The Superintendent,

.....
(Division)

.....
(Headquarters)

This is official notice that
(Name) (Employee No.)

who was assigned as at
(Station)

12:01 A.M., on the first calendar day of the month of
....., 19..... is in arrears in the amount of

\$..... for B. of R.T. Union dues for that month
and under the terms of the Union Dues Agreement will
lose his preference of employment as of 11:59 P.M., on

the 10th day of this month of, 19.....
A copy of this notice has been forwarded to him.

(Sgd)
Local Chairman

(Sgd)
Treasurer

BROTHERHOOD OF RAILROAD TRAINMEN

NOTICE

.....
This is to advise you that your union dues amounting

to \$..... will be payable to at

..... on or before the 20th day of each month.

TREASURER, LODGE No.....

Such notice shall not be valid with respect to a month in which the compensation earned is less than the amount of monthly Union dues after deductions have been made as required by Law, and of monies due the Company, and pension and medical fees.

An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of such notice, request the Railway in writing to accord him a hearing. Such request shall be honored by the Railway and date set for hearing as soon as possible, but within ten (10) calendar days of the date of receipt of request therefor. Advice of such hearing shall be given to the Brotherhood.

The receipt by the Railway of a request for a hearing shall operate to stay action on the Brotherhood's Notice of Delinquency in the payment of Union dues until the hearing is held and the final decision on the property is rendered.

5. Either (a) withdrawal by the Brotherhood of Notice of Delinquency or (b) proof to the Superintendent of the Company by the employee that he has tendered to the Brotherhood payment of arrears for the month of delinquency, shall restore preference of employment.

6. The effect of "loss of preference of employment" will be that an employee delinquent will lose the privilege of exercising his seniority to service of any kind and is not to be called for work unless there is no one else available.

7. Membership in the Brotherhood of Railroad Trainmen shall be available to any employee eligible under the provisions of the constitution of the Brotherhood of Railroad Trainmen. Membership shall not be denied for reasons of race, national origin, colour or religion.

8. The operation of this agreement shall not result in additional expense to the Company and there shall be no payment for deadheading incurred in connection therewith.

9. No part of this agreement shall be used against the Company in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee.

10. In the event of any action at law, suit or proceeding against the parties hereto or any of them relating to the loss of preference of employment by an employee pursuant to paragraphs 1 (a) and 1 (b) or to any other action taken pursuant to the provisions of this agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that, if, at the request of the Brotherhood, Counsel is employed and counsel fees are incurred, these shall be borne by the Brotherhood. Save as aforesaid, the Brotherhood shall indemnify and save harmless the

Railway Company or Subsidiaries from any losses, damages, costs, liability or expenses suffered or sustained by it resulting from an action at law, suit or proceeding taken against the Railway Company or Subsidiaries by an employee based upon his loss of preference of employment or other action taken by the Railway Company or Subsidiaries pursuant to the provisions of this agreement.

11. This agreement is effective April 1, 1955, and will remain in effect until March 31, 1956, and thereafter until revised, superseded, or terminated, subject to six (6) months' notice by anyone of the parties to the agreement on the other party.

For the Brotherhood of
Railroad Trainmen:

(Sgd) A. J. KELLY,
Deputy President.
(Sgd) L. C. MALONE,
Vice-President.

For the Canadian National
Railway Company:

(Sgd) R. HAYES,
Vice-President and
General Manager—
Atlantic Region.
(Sgd) W. H. KYLE,
Vice-President—
Central Region.
(Sgd) J. R. McMILLAN,
Vice-President—
Western Region.

Signed at Montreal, Que., this 16th day of February,
1955.

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 199 MILES IN LENGTH, ON SPEED BASIS OF 12½ MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	8.00	128	10.14
101	8.05	129	10.19
102	8.10	130	10.24
103	8.14	131	10.29
104	8.19	132	10.34
105	8.24	133	10.38
106	8.29	134	10.43
107	8.34	135	10.48
108	8.38	136	10.53
109	8.43	137	10.58
110	8.48	138	11.02
111	8.53	139	11.07
112	8.58	140	11.12
113	9.02	141	11.17
114	9.07	142	11.22
115	9.12	143	11.26
116	9.17	144	11.31
117	9.22	145	11.36
118	9.26	146	11.41
119	9.31	147	11.46
120	9.36	148	11.50
121	9.41	149	11.55
122	9.46	150	12.00
123	9.50	151	12.05
124	9.55	152	12.10
125	10.00	153	12.14
126	10.05	154	12.19
127	10.10	155	12.24

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
156	12.29	178	14.14
157	12.34	179	14.19
158	12.38	180	14.24
159	12.43	181	14.29
160	12.48	182	14.34
161	12.53	183	14.38
162	12.58	184	14.43
163	13.02	185	14.48
164	13.07	186	14.53
165	13.12	187	14.58
166	13.17	188	15.02
167	13.22	189	15.07
168	13.26	190	15.12
169	13.31	191	15.17
170	13.36	192	15.22
171	13.41	193	15.26
172	13.46	194	15.31
173	13.50	195	15.36
174	13.55	196	15.41
175	14.00	197	15.46
176	14.05	198	15.50
177	14.10	199	15.55

TABLE SHOWING NUMBER OF MINUTES
PER MILE ON A SPEED BASIS OF TWELVE
AND ONE-HALF MILES PER HOUR

Minutes	Miles	Minutes	Miles
5	1	38	8
10	2	43	9
14	3	48	10
19	4	53	11
24	5	58	12
29	6	62	13
34	7		
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